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UNITED STATES OF AMERICA

Job. Evaluation

Same hiring rule

Before the

NATIONAL WAR LABOR BOARD
Region VI

DEC 5 - 1944

AHLBERG BEARING COMPANY :
(Chicago, Illinois)
:
and
: Case No. 111-5868-D
UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS, LOCAL #1114, CIO. :

DIRECTIVE ORDER
(Disposing of the Wage Issue)

I. The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 3, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties and orders that:

1. The following rate ranges for the respective job grades shall be as follows:

Labor Grade	Rate Range
Tool & Die Makers	$1.30 - 1.60
1	1.13 - 1.38
2	1.07 - 1.31
3	1.02 - 1.24
4	.96 - 1.18
5	.90 1.11
6	.85 - 1.05
7	.79 - .97
8	.74 - .90
9	.68 - .84
10	.62 - .77

2. Assignment of particular job classifications to labor grades set forth above shall be negotiated by the parties. The parties shall report the results of their negotiations to the Board within thirty (30) days from the effective date of this Directive Order.

3. There shall be no automatic progression by length of service for Tool and Die Makers.

Progression within the other ranges shall be by five (5¢) cent intervals. Wherever there are four or five five-cent intervals, the first two increases shall occur after four (4) and eight (8) months based on length of service.

Wherever there are two or three five-cent intervals, there shall be one length of service increase of five (5¢) cents at the end of six months of service.

All other increases within the rate ranges shall be based on merit.

4. The hiring rate for both male and female employees shall be sixty (60¢) cents per hour.

5. The foregoing increases in paragraphs 1, 2, 3, and 4 above shall be retroactive to January 6, 1944. The retroactive provision in this Directive Order is without prejudice to the parties through collective bargaining, negotiating a lump sum settlement of the retroactive amounts due; provided, however, that the amount of retroactive pay negotiated does not exceed the amount allowable.

   Any employee who has either quit or been discharged between the retroactive date established by this Directive Order and the date of this Order shall receive the amount of the increase for his classification up to the date on which his employment with the Company terminated. The Company and the Union shall promptly send a joint letter to each such employee at his last known address advising him of his rights under this provision. The employee must mail his written application for retroactive pay to the Company within sixty days after the date of mailing of the joint letter. The Company may voluntarily make the payment in any case even though the sixty days have elapsed. The Company shall be obligated to make the payment if good cause is shown for the application being delayed beyond the sixty days. Failure to make the payment where good cause for the delay is alleged may be taken up by the Union as a grievance. The sixty day limitation shall not apply to employees who have become members of the armed forces of the United States, either before, or within sixty days after, the mailing of the joint letter.

6. The contract shall provide for only one wage reopening during the life of the agreement upon thirty (30) days written notice by either party.

II. The foregoing terms and conditions of employment shall govern the relations between the parties and shall be incorporated in a signed agreement reciting the intention of the parties to have their relations governed thereby, as ordered by the National War Labor Board.

III. This Order shall stand confirmed as the Order of the National War Labor Board and, unless otherwise directed by the National War Labor Board, shall take effect 14 days from the date hereof unless in the meantime a petition for review is filed with the National War Labor Board through the Sixth Regional Board, in which event this Order shall be suspended until disposition of the petition for review, unless the National War Labor Board otherwise directs, or has otherwise directed, or the parties otherwise agree. Notwithstanding any other provisions of this paragraph, that part of this Directive Order which continues in effect the terms and conditions of a prior contract which has expired or has been otherwise terminated, shall not be suspended or stayed by the filing of a petition for review but shall be effective according to its terms unless and until the Board upon consideration of a petition for review otherwise directs.

IV. Nothing in this Order is intended to prevent the parties from agreeing upon the date when the Order or any part thereof shall take effect (subject only to the provisions of paragraph V) and in the event a petition is filed with the National War Labor Board through the Sixth Regional Board seeking review of portions of this Order, either party may request the Regional War Labor Board to make the remaining portions of the Order immediately effective.

V. If a timely application for price relief has been filed with the Office of Price Administration as required by Executive Orders No. 9250 and 9328, as supplemented by the Directive of May 12, 1943, the provisions of this Directive Order which are made the basis for the application shall in any event become effective only upon determination by the Office of Price Administration that the cost increases ordered will not require any change in price ceilings or, if no such determination is made, then upon approval by the Director of Economic Stabilization. The parties will be promptly notified of such action.

FOR THE PUBLIC	FOR INDUSTRY (dissenting with respect to rate ranges, negotiation of job classifications, progression schedules, starting rates, wage reopening clause, and retroactivity)	FOR LABOR (dissenting with respect to denial of length of service progression for Tool and Die Makers)
/s/ Philip Marshall	/s/ J. B. Beardslee	/s/ George S. Nordstrom
/s/ Lewis Long	/s/ R. E. Bowers	/s/ Stanley T. Joers

AHLBERG BEARING COMPANY :
(Chicago, Illinois) :
:
and : Case No. 111-5868-D
:
UNITED ELECTRICAL, RADIO AND :
MACHINE WORKERS, LOCAL #1114, CIO :

DISSENTING OPINION OF INDUSTRY MEMBERS

In addition to dissenting on the above mentioned issues we wish to point out the majority's error on certain of them. We admit that the case presents a complex wage issue, but we believe it is in part due to the fact the Board's formula for figuring the maladjustment allowance is not suited to this or in fact many other plant's method of giving wage increases.

Maladjustment Allowance and the Company's Proposal

The record shows that calculated on a monthly basis, substantial increases were given to groups of employees ranging in size from 12% to 60% of the entire plant. (R., 24.)* The average straight-time hourly earnings went from 52¢ in January, 1941, to 65.8¢ in September, 1942, to 79¢ in December, 1943 and finally to 81.4¢ in September, 1944. (R., 21.)

The Panel found that nothing was due under maladjustment, that only 2¢ (actually 1.5¢) could be granted because of stabilized rates, and proceeded to make an alternative recommendation of 2¢ per hour general increase or the acceptance of the Company proposal modified in certain respects. WSD found that the Company proposal would have to be modified downward about 5¢ per hour on the average, since it amounted to about a 6.5¢ increase and only 1.5¢ could be justified on the basis of stabilized rates. WSD found the indications were that maladjustment allowances had been exhausted.

Under the above circumstances a hearing was ordered before a tripartite division of the Board. The writer was the Industry Member of that division and does not believe anything turned up during the hearing that should have changed the original Panel's recommendations on rates as reviewed by WSD. Neither the Board nor the division of the Board has demonstrated any error in the Panel's findings or recommendations. At the hearing before the division of the Board it was apparent, in the Industry Member's opinion, that while it could not be proved beyond any shadow of a doubt, that the maladjustment allowance had been exhausted, it was quite obvious that the employees' average straight-time hourly earnings were about 57% higher than they had been in 1941 and that the increases were due in large part to the changes in rate structure of the Company. Even the majority of the division of the Board could not say how much of the maladjustment allowance remained, if any.

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*References are to the record taken before the tripartite division of the Board.

Finding itself in the above situation, the division of the Board recommended that the Company proposal be adopted, the industry member concurring in that recommendation, but the majority of the division then recommended, and the Board followed the recommendation, certain modifications of the Company proposal which make it unrecognizable. It should be remembered throughout that it is not disputed that the Company proposal exceeds stabilized rates. The only possible justification for the adoption of the proposal is on the theory that the maladjustment allowance had not been exhausted, and in fact that at least 5¢ per hour remains to be granted or, roughly, that only half of the maladjustment allowance had been met. That assumption is not warranted in the face of the fact that average earnings have increased 57% since January, 1941, and the rate structure of the Company has been modified upward.

Thus it is questionable whether the Company's proposal is approvable even as offered. As a compromise measure to settle a dispute it probably is justified.

However, we believe the Board's modifications of the Company's proposal are wholly arbitrary and unreasonable and that they violate Board policy.

First, the increases were ordered retroactive to January 6, 1944. Certainly retroactivity should be held down to those cases where there is no question but what the rates ordered do not exceed stabilized rates.

This feature of the case was wisely handled by the panel whose analysis of the case is admirable. The panel recommended that the union be given the option of taking either (1) that which it was entitled to under Board policy, viz., 2¢ an hour general increase retroactive to date of certification, or (2) the Company's voluntary proposal effective as of the date of the Board order, with the modification that between the date of certification and the date of the Board order, 2¢ of the increase should be effective retroactively. The additional 4¢ which is now directed by the Board, amounts to approximately $60,000 and creates a great hardship upon this Company which offered undisputed evidence before the division of the Board of serious operating losses during the first eight months of 1944. Failure to reverse this unwarranted majority action will seriously interfere with the Company's ability to carry on with its part of the war production effort.

Automatic Progression System

Secondly, the Board directed an automatic progression system. Under this system employees would receive automatic increases based on length of service until they reached the midpoint of all labor grade ranges except Grade I. The parties were even directed to negotiate the issue of retroactivity of the progression system.

The Board's directive in this respect violates the spirit of the National Board's recent ruling in the case of the General Electric Company, 18 W.L.R. 690 (Aug. 26, 1944), in which a clear cut opinion was written by Dr. George W. Taylor to the effect that all increases within rate ranges should be merit increases, not automatic, and that a Company should provide a merit rating plan so that the merits of employees will be reviewed from time to time. The Company is justified in holding to its proposal of merit increases, backed up by a merit rating plan. In doing so, it conforms with what the National Board has indicated are the sound principles controlling that problem. The Board in this case should make a clear-cut decision in line with National Board policy as laid down in the General Electric case approving the Company's proposal for making merit increases within rate ranges according to a merit rating plan, inasmuch as it has already fully complied with the National Board pronouncement above referred to.

The directive is particularly bad in this case because employees progress automatically on length of service to rates which are admittedly above the midpoint of the ranges of stabilized rates in this area. Nothing could do greater violence to the whole theory of wage stabilization.

Minimum Hiring Rate of 60¢

The Company's minimum hiring rates have been 50¢ for jobs performed by women, and 60¢ for jobs performed by men. Prior to the union being elected bargaining agent in the plant, the Company applied to the Regional Board on a Form 10 for an increase in these rates to 55¢ for women and 65¢ for men (Case #6-15632). The Regional Board denied this application and set the rates at 50¢ for women and 60¢ for men. In no sense does this conflict with the principle of equal pay for equal work by women, since the light repetitive jobs performed by women are evaluated lower than the lowest paid jobs done by men.

The Regional Board in this case has approved of the rate range for employees in Labor Grade 10 with a minimum of 62¢. This class of employees perform those light repetitive jobs usually performed by women. It is obvious that it is improper to pay 60¢ for unskilled women when just hired to be trained to do this work, and then increase them 2¢ when they have acquired the skill necessary to warrant retention after the probationary period. There should be a larger differential than 2¢ between the rates at the beginning and end of the training period, and we believe that the Company's original proposal in Case #6-15632 of 55¢ minimum rate, with an increase of 7¢ (5¢ in 30 days, and an additional 2¢ at the end of a further 60 days) when the probationary period has been completed, would be sounder and more in line with good industrial management.

It is our opinion that to prescribe a 60¢ minimum rate for men (when the Company originally proposed 65¢) will interfere with the Company's ability to get male employees in the lower wage groups, and we favor a 65¢ minimum hiring rate for men's jobs.

The Board's order should be reversed and the minimum hiring rates be fixed at 55¢ for jobs performed by women, and 65¢ for jobs performed by men.

Job Classifications

The Board action on this point is in conflict with National Board policy as expressed in the Western Electric Co. Case, 19 W.L.R. 128 (Sept. 13, 1944), in which the National Board recognized that it was the function of management to establish job classifications, and the union's right to challenge the propriety of management's action was through the grievance procedure.

The panel in this case made a recommendation which is entirely consistant with Board policy when it said:

> "Any objections of the union to the revised job evaluation and classification shall be considered under the grievance procedure and thus determined."

In this case the Company has had a job classification based upon a job evaluation made several years ago, which has been revised and kept up to date.

Under such circumstances it was improper for the Regional Board to direct the parties to negotiate further on the subject of job classifications. The Board should have approved the job classifications in general, reserving to the union the right to take up any protests or complaints under the grievance prosedure.

/s/ J. B. Beardslee

/s/ R. E. Bowers

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See p. 2-3-4-5-6-7

1800 emp - 40% women
Equal pay issue.
See p. 1-8 and
directive orders of
1/14/44 - 50 & other
5/16/44.

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
Region VI

In the Matter of: BRIGGS & STRATTON CORPORATION (Milwaukee, Wisconsin) and UNITED AUTOMOBILE WORKERS, LOCAL 232, AFL	August 5, 1943 Case No. 111-1556-HO

REPORT AND RECOMMENDATIONS OF HEARING OFFICER

The Parties

Briggs & Stratton Corporation, hereinafter known as the Company, has been in business for approximately 30 years; at the present time it manufactures airplane bomb fuzes, internal combustion air-cooled gasoline engines, airplane magnetos, machine tools, locks and switches for airplanes and military vehicles, etc., either directly or indirectly for the United States Government and the United Nations. It operates two factories with a present total of approximately 1800 employees of whom 40 per cent are women. All of the Company's work may be considered as "light manufacturing." Since the first of January 1943, there have been 60 to 65 piece-work operations assigned to women which were previously performed by men. In practically all instances this involved machine operations.

The United Automobile Workers Union, hereinafter known as the Union, affiliated with the American Federation of Labor, Local 232, was chartered in February 1937, and recognized by the Company as the exclusive bargaining agent in March.

The Company and the Union entered into their first signed agreement on March 1937. In March 1938, while the Union bargaining committee was conferring with Management in an attempt to settle grievances, they were advised by Management that they could no longer be recognized as the bargaining agent because there was supporting evidence to prove that 700 of the plant's employees had signed a petition to form an industrial union, "The Industrial Gas Engine and Automotive Workers Union." An election was held on April 2, 1938, by the National Labor Relations Board to determine who represented the employees at this Company's two plants. The votes cast were 1[illegible]4 for the Industrial Gas Engine and Automotive Workers Union and 844 for the United Automobile Workers of America, AFL. Consequently, on April 7, 1938, the United Automobile Workers, Local 232, AFL was certified by the National Labor Relations Board as the exclusive bargaining agent.

History of the Dispute

In January 1943 the bargaining committee of Local Union #232, UAW, AFL, presented a grievance to the Management of this Company regarding equal pay for equal work. The Company did not accede to the Union's request to pay the women employees in its plants the same rates paid to men. The dispute was then referred to the Conciliation Service of the U. S. Department of Labor. The parties having reached an impasse the case was certified to the National War Labor Board on May 12, 1943 and submitted to the Sixth Regional War Labor Board for disposition. A hearing was held before the undersigned in Milwaukee, Wisconsin on June 29, 1943. Both parties were present and participated.

The Issue

Whether female employees, in specified instances, doing work previously performed by male employees should be paid for this work at the same rate as previously paid to the male employees.

Consideration of the Issue

The Union seeks redress under the principle of equal pay for equal work implicit in General Order No. 16 which provides:

> "Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality and/or quantity of work performed may be made without approval of National War Labor Board, provided that (1) such adjustments are reported when made, to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to show that they are in accordance with the policy referred to above; (2) such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive; (3) such adjustments shall not furnish a basis either to increase price ceilings on a commodity or service involved or to resist otherwise justifiable products in such price ceilings."

Jobs in which women replaced men

It argues that since Pearl Harbor the Briggs & Stratton Corporation has replaced male with female workers. The specific employees for whom a wage increase is sought replaced men operators and include Inspectors, Screw Machine Operators, Automatic Fay-Lathe Operators, Diamond Bar Operators, Drill Press Operators, Grinders, Threaders, Burring-Cup Operators, Filing Bodies, Surface Grinders in Tool Room, and Stock Room employees.

Beg. rate
48¢ for W
65¢ " M

The present minimum beginners' rate paid for female day-rated workers is 48¢ an hour. After three months' service these beginners are advanced to a rate of 55¢ an hour, increased to 70¢ an hour after three months' service. In the case of piece-workers, the minimum day-rate for women is 48¢ an hour, and the minimum day-rate for men, 65¢ an hour. In addition to the minimum rates paid all workers, male and female, a quarterly bonus of 10% and an annual bonus of 10% are paid by the Company. Inclusive of the quarterly bonus of 10% and the annual bonus of 10%, the minimum rates for males are consistently higher than the rates for females. The beginners' rate for men is 35.28% higher that the beginners' rates for women; the rates payable to employees upon completion of three months, are 27.18% higher for men than for women. The Company has, since 1941, maintained the following differentials in pay between female and male workers:

YEAR 1941

	Female	Male	Differential	Per cent of Differential Male Over Female Rate
Average Hourly Day Work Earnings	$.554	$.874	$.320	56.76%
Average Hourly Piece-work Earnings	.786	1.081	.295	37.53
Beginners' Hourly Minimum Day Rate	.484	.666	.182	37.60
Hourly Minimum Day Rate After 3 mos. Employment	.569	.726	.157	27.59

YEAR 1942

	Female	Male	Differential	Per cent of Differential Male Over Female Rate
Average Hourly Day Work Earnings	.614	.911	.297	48.37%
Average Hourly Piece-work Earnings	.848	1.133	.285	33.61
Beginners' Hourly Minimum Day Rate	.581	.786	.205	35.28
Hourly Minimum Day Rate After 3 Mos. Employment	.666	.847	.181	27.18

The Company maintains that it cannot agree to the Union's request to pay female help the piece rates set for male help where female employees are placed upon a piece-rated operation formerly performed by male employees. The Company contends that if the higher male piece-rate is paid to certain females, it would be unfair and discriminatory to those female operators who are performing work on a rate set for female workers on jobs held exclusively by females. The Company claims that to deviate in specific instances from its practice of setting rates on the basis of a differential between male and female employees would result in intra-plant inequities. In addition, the Company asserts that when women are called upon to replace men, the piece work rates for women are based upon new time-studies of the jobs.

It is clear from the material presented by the parties that the Company has maintained rate differentials for male and female workers during its many years of operation. Although the Union in the past abided by this practice, it now desires to conform male and female rates largely because it wants to safeguard the rates paid to men on jobs which they have left in order to enter the Armed Services. The Union desired at the hearing to conform the rates only in cases where females are now replacing males who enter the service. A visit to the plant discloses the following factual information in regard to various of the classifications in which women have replaced men:

Inspectors - These jobs concern the inspection of rough castings and finished engine parts. The women who replace the men make a rough inspection of the parts; the final precision inspection is made by a male inspector. It does not appear that in making rough inspection the females are doing work of a different kind from that which was performed by the males whom they replaced. The rates of pay for the men who left were 79¢ and 85¢ an hour. The women are being paid a minimum rate of 58¢ for the first three months, and an additional 6¢ an hour thereafter. The Company states that it has no record which would show the number of girls required to replace one male inspector. It merely set out that "it is our opinion that it would require at least three girls to replace two men." It does not appear why the Company would have no records to substantiate its opinion.

Hand Screw Machine - These operators work on machines which were originally located in the Company's East Plant. When moved to the West Plant, various changes were made in the machines involving the enclosure of belts and pulleys, apparently for safety reasons, and the adaptation of power for closing the chucks and actuating the feeds. As a result of thesechanges, the Company stated that it was unable to make any direct comparison between earnings of the former male and the present female operators. However, referring to a typical part made on these machines (the counter-boring operation of a carburster jet), the Company states that prior to the changes made in the machine, male production was 865 pieces an hour, netting the operator $1.20. At present, the Company points out, the female production runs 1088 pieces per hour, netting the female operator only $1.18 an hour. The extent to which increased production is due to modernization of the machine is difficult to analyze. It does not, however, appear, and it may not be assumed that the female operators are less proficient on the modernized machinethan were the male operators on themachine prior to modernization. Nonetheless, the earnings of the females is less than were the earnings of the male operators, although, in terms of actual production, the females are producing substantially more. By the Company's admission, the difference in earnings is attributable to the fact that the Company as a matter of policy, has always, on both day-rated and piece-work jobs, paid a higher rate to male than to female employees.

Automatic Fay and Lathe Machine Operators - These operators work on a semi-automatic lathe. One of the duties of the operator is to place and remove the work in the holding fixtures. Other machines of this type and size are used in the plant and have been operated by girls for five years or more. One such machine had been operated by a man who, according to the Company, wasplaced there as a means of distributing the male help throughout the department. The Company states that the female operators require the services of a set-up man in order to operate these machines successfully, whereas themale operator in the past took care of his own tool changes and set-up. The male production on this job was 118 pieces an hour with earnings of 97¢. The female's earnings were not provided the undersigned by the Company.

Diamond Bar Machine Operators - These operators work on a precision boring machine of the type that sometimes uses diamonds as cutting tools. There are a number of these machines throughout both of the Company's plants, the majority of which have been, until recently, operated by girls. In the case of one machine, the operation was performed by a male operator for small lot production and included set-up work. The Company contends that since this operator was replaced by a woman, it has been necessary to double the amount of inspection necessary in order to keep the parts coming right, in addition to having a set-up man who would make all change-overs and adjustments. The male operator earned from $1.09 to $1.15 per hour, and when doing set -up work was paid a day rate of $ .97; the earnings of the female operator vary from $.97 to $1.04. The Company maintains that the extra attention and help that she needs increases the costto "a point far beyond the former level." The exact amount of this increase the Company does not indicate.

Drill Press Operators - The Company has drill presses in both plants in which all, or the majority, of the operators are women. In the West Plant, the only operations performed by men were considered too severe or laborious to be safely handled by girls, and the change-over referred to has come about through the alteration of the method of performing these tough jobs. The one particular job discussed was the removing of a burr on the rope slots of the starter pulley. In this case the job and fixture were entirely re-designed with the result that the female production was 283 pieces per hour netting the operator $1.23, as against the male production of 155 pieces per hour with earnings at $1.13.

Grinder Operator - This job involves a Landis Cylindrical Grinder used for grinding crankshafts. The men who operated this machine in addition to doing the grinding of the shafts, checked his own work, changed the wheels and water, and kept the machine in order. His earnings were about $1.21 per hour. The woman operator is earning about $.97 an hour but does none of the additional work necessary to keep the machine properly set up and in running order. The Company maintains that the work done by the woman operator is costing more than similar work done by men operators without actual proof in figures.

Threader Operator - This operator uses a lathe designed for threading crankshafts with a die, while the man operated the machine the crank-shafts were held in a manually operated chuck. The man's earnings were around $1.15 per hour. In changing over this job so that it could be handled by girls it was necessary to add an air-operated chuck at a cost of several hundred dollars. The earnings of the woman on this machine is $ .99 an hour.

Burring-Cup Operator - This involves the removing of burrs from fuze cups. The machine went through many changes before it reached its present design. The production by a man operator was 1,000 pieces per hour with earnings of $1.21 per hour; the present production by a woman is 1,300 pieces per hour with earnings at $1.08.

Filing Bodies Operator - This operation involves removing burrs from fuze bodies. Originally it was done by men when all the burring was done by hand with files, scrapers, etc. Machinery was added to make this adaptable to women. Now the job is part male and part female; the men do the polishing and earn $1.39 hourly and the women do the burring and earn $1.15.

The Surface Grinder Operators in the Tool Room - Only two women operated these machines in the Tool Room. The foreman in this room signified that the women needed additional help and instruction. The men and boys earned $.79 to $.85 an hour; the women are earning $.67 to $.79 an hour.

Stock Room Employees - These girls who are replacing men handle only the lighter part of the work; men are used to lift the larger parts from the bin. It is necessary to employ 11 girls to handle the same amount of work that was formerly done by five men. The men were paid $.79 and $.85 an hour, and the women are paid $.58 to $.67 an hour.

The information supplied the undersigned, as detailed above, is insufficient to make a satisfactory determination of whether the principle of equal pay for equal work, enunciated by the Board, has been followed in this case. Nor is the undersigned qualified to make such a judgment. Knowledge of the industry and of the jobs involved of an expert character is required. The solution may be found in a letter from William H. Davis, Chairman of the National Board to Secretary of Labor Frances Perkins. In this letter Mr. David writes:

> "Where the plant management, in order to meet the necessity of replacing men and women, has rearranged or lightened the job, perhaps with the employment of helpers to do the heavy lifting or the light, a study of job evaluation should afford the basis for setting proportionate rates for proportionate work. ... (such questions requiring a reasonable determination by collective bargaining or arbitration on the question whether or how far the new ranged job is of equal quality and quantity with the old job ...)"

In this case, moreover, much more is required to solve the dispute between the parties than a determination involving the specific jobs pointed to by the Union. Even if it were to be assumed that the Union's position in connection with specified jobs is correct, and in some cases this would clearly seem to be so, a correction of the situation on specific jobs would lead to intra-plant inequalities arising out of the fact that other jobs held by women are rated on a principle admitted by the Company to involve lower pay for women than for men. Further, settlement of the dispute concerning only specified jobs would not settle the basic problem which would recur each time a woman is placed in a job formerly held by a man. This is illustrated by the fact that since this case was heard, Mr. George B. Kiebler, Director of the Union, notified the undersigned by letter that:

> "I also wish to call your attention to the fact that in our brief, we catalogued certain departments and operations in which a dispute existed at that time, covering equal pay for equal work, male and female employees. Since we have uncovered evidence to the effect that there are many additional changes throughout the plant where female help is replacing male help doing identical work ..."

The Union now desires that correction be made in these instances.

The basic difficulty which must be solved if this dispute is not to continue indefinitely arises out of the fact that the Company's wage policy is opposed to the principle of equal pay for equal work. Thus, the Company in its statement to the Board under date of May 28, 1943, states:

> "Work performed by male employees, whether on a piecework basis, ... or on a day-work basis, where employees are paid at a certain rate per hour, has always been paid for at a substantially higher rate than work performed by female employees."

The entire structure of the Company must be revised to conform with the principle of equal pay for equal work and proportionate pay for proportionate work. This is a job which the parties must in the first instance do themselves. The undersigned will recommend that the parties meet at once and negotiate a wage system based upon the principle of equal work. In so doing, the parties may call upon the technical services of the U. S. Department of Labor. In theevent the parties reach no agreement in such negotiations within 45 days, the undersigned will recommend that such differences as continue to exist between the parties be submitted to an arbitrator for final determination. If the parties are unable to agree upon a mutually satisfactory arbitrator, such arbitrator shall be appointed by the Regional War Labor Board, expenses to be shared by the parties.

Since it will take sometime to make the above suggested correction for the plants involved, it would seem reasonable in the meantime to correct the hiring rate now paid to women. The present hourly rate paid to female beginners at this Company is $.48, that paid to male $.65, a differential far too wide to be equitable. The National War Labor Board has in numerous instances indicated that it regards a minimum rate less than $.50 an hour a substandard rate.1/

The intent of the National Board is indicated in a statement it made to the Regional War Labor Board, a portion of which reads as follows:

> "Pending such determination (of what constitutes substandard wages), but without in any way limiting the discretion of the Regional Board to fix higher or lower rates, adjustments of wage rates of individuals up to $.50 per hour and proposed adjustments of salary rates up to $20.00 per week, may be handled under a shortened procedure."

This would seem to ne an indication by the Board that it thought $.50 an hour was not an unreasonable minimum standard rate. More recently, in a letter to the Wage Stabilization Division of this Region dated April 10, 1943, the Executive Director of the National War Labor Board writes:

> "You are still authorized under the restrictions of March 11, 1943, to approve on a case to case basis applications for wage adjustments up to $.50 an hour to correct substandards of living ..."

It would seem reasonable in the meantime to grant to the female employees a minimum starting rate of $.50 an hour to eliminate in part the differential existing between the starting rates paid to women and those to men in the plant, and in part to set a minimum ras which is not substandard.

RECOMMENDATIONS

Pursuant to the above findings and considerations the undersigned recommends that the Regional War Labor Board herein acting as the duly authorized agent of the National War Labor Board and pursuant to the powers vested in said Board by Executive Orders Nos. 9017, 9250, and 9328 direct that:

1. The parties meet to negotiate a wage system, applicable to the entire plant, based upon the principle of equal pay for equal work and proportionate pay for proportionate work. In the event the parties are unable to reach an agreement within forty-five (45) days, they shall submit the differences which continue to exist to an arbitrator for final determination.

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1. The Leviton Manufacturing Company, #607 7 WLR - March 10, 1943

In the further event, that the parties fail to agree upon an arbitrator, the Regional War Labor Board shall appoint an arbitrator who shall dispose of the differences which remained in dispute. His decision shall be final and binding. His expenses to be shared by the parties.

2. The Company, pending the reclassification of jobs indicated in Recommendation on page 7, shall set a hiring rate for all females of \$.50 an hour. This award shall be effective as of the date of the Board's Directive.

Respectfully submitted,

/s/ Sonya F. Spiesman
Hearing Officer
Disputes Division

Retail Shoe Co

Equal pay for Salesmen + Saleswomen

See p. 6 + 7 for recommendations denying equal pay

UNITED STATES OF AMERICA

BEFORE THE

NATIONAL WAR LABOR BOARD

REGION VI

IN THE MATTER OF:

S. J. BROUWER SHOE COMPANY,
Milwaukee, Wisconsin,

and

RETAIL CLERKS INTERNATIONAL
PROTECTIVE ASSOCIATION, LOCAL
NO. 1284, A. F. of L.

CASE NO. 111-4609-HO

February 1, 1944

REPORT AND RECOMMENDATIONS OF HEARING OFFICER

I. The Parties and History of the Dispute

The S. J. Brouwer Shoe Company operates a shoe store in Milwaukee, Wisconsin. Its business consists of selling at retail men's, women's, and children's shoes and allied products, and it employs approximately 17 people at this one store.

The Union is the Retail Clerks International Protective Association, Local No. 1284, A. F. of L. . It represents fourteen of the seventeen people involved.

On March 10, 1942, about four months after the agreement had been signed, the Company notified the Union of its intention to terminate the agreement on May 12, 1942 in accordance with the terms of this agreement. The Union then began to renegotiate a new contract with little success. The United States Conciliation Service was called in and was unsuccessful in settling the matters in dispute, and the matter was certified on October 23, 1943 to the War Labor Board by stipulation to have a hearing officer appointed. The undersigned was appointed; and upon notice duly given to all parties, a hearing was held on December 1, 1943 at 10:00 A. M. in Milwaukee, Wisconsin, at which time all parties were present or represented.

II. The Issues

1. Union Security
2. Wages
3. Retroactive Date

III. Union Security

A. The Union demands a renewal of its closed shop agreement like that incorporated in the previous contract. This was the first and only contract entered into between the Company and the Union.

The Union contends that inasmuch as the first contract incorporated a closed shop agreement between the Company and Union it was entitled to the same form of union security.

B. The Company contends that, due to the fact that the closed shop agreement did not work out to its satisfaction, and because it had been promised by the Union that its competitors would become parties to agreements such as the Company had signed with the Union, which the Union has failed to do, it will not enter into a closed shop agreement with the Union.

Discussion of the Issue

The Union in the fall of 1940 attempted collective bargaining with the Company.

The Company, not recognizing the Union's right to bargain for the sales employees of its Milwaukee store, petitioned the Wisconsin Employment Relations Board for a determination. The Board held a hearing on March 20, 1941 and ordered an election to be held on April 25, 1941. As a result of this election and referendum the Union was certified as the bargaining agent. After many conferences a contract was finally entered into on December 4, 1941 and made retroactive to May 12, 1941, which contained among other things a right to terminate the contract or any part thereof by either party's giving notice to the other on or before March 12 of any calendar year so to terminate on the date of the contract, which was May 12. The Company served the Union with notice on March 10, 1942 advising them that the contract entered into would be terminated by them on May 12, 1942. It appears that at the time the Wisconsin Employment Relations Board certified the Union as the bargaining agent, the Company was advised by its attorney that inasmuch as more than 75% of the employees voting had selected the Union as the bargaining agent, the Company would have to enter into a closed shop agreement with the Union. It also appeared from the evidence that the Union had promised the Company that all of its competitors would be unionized and that the wages and conditions of employment would become standard in the retail shoe industry in Milwaukee. The Union was not able to do this in a great number of instances. The Company also testified that some of the salespeople were not satisfied with the Union. The Company learned that under the Wisconsin law it was not compelled to enter into a union shop agreement, and on the aforementioned date of March 10, 1942 notified the Union that due to the fact that its competitors had not become parties to agreements such as the Company had signed with the Union, and due to the fact that the agreement was not working out to its satisfaction, the contract would be terminated.

It also appeared from the evidence that for some time previous to 1940 the Company had been picketed by one of the building trades, which claimed that non-union men had done some work on the building in which the store of the Company was located, which picket line was a source of worry and aggravation to the Company; and at the time that the agreement was entered into between the Union and Company, the Union had promised that this picket line would be removed. This was done, evidently through the influence of the Union herein involved.

The Union is insisting that the new contract provide for a union shop as provided for in its first contract, and this Hearing Officer at the hearing was able to get the Company to agree to a maintenance of membership agreement with the Union, which the Union declined.

The Company was willing to do this to satisfy itself that all of the members, whom the Union claimed were paid up in their dues and were satisfied, were willing to remain members. The Union also stated that it was satisfied that no member would resign from the Union, and that as a practical result the maintenance of membership would result in a closed shop.

From the Company's attitude it is evident that were the salespeople given the opportunity to voice their satisfaction or dissatisfaction with the Union, which opportunity could be taken advantage of by them under the usual 15-day escape clause, the relations between the Company and the Union would become amicable and less strained.

There have been no strikes or stoppages of work in this store.

D. Recommendation

This Hearing Officer feels that, in view of the fact that the Union is satisfied that it will retain its membership, and being satisfied from the Company's attitude that no effort will be made by the Company to induce the members to resign, and that the future relations on the part of the Company will be much more amicable if at the end of fifteen days the Company finds that few, if any, of the members resign from the Union, maintenance of membership should be granted the Union instead of a closed shop agreement; and he so recommends, the maintenance of membership clause to include the usual fifteen-day escape clause.

IV. Wages

A. The Union demands that premiums paid on "post mortems" be raised substantially so that the average earned on sales of these shoes will be increased from an average of $2.50 per week to $4.50 per week.

The Union contends that, inasmuch as the minimum guarantees of three other companies whose rates were submitted by the Union are higher than the minimum guarantees of the Brower Shoe Company, the minimum guarantees should be raised to equal the minimum guarantees of the other three companies by increasing the amounts paid on "post mortems." The commission percentages paid by the Brower Shoe Company being equal to those paid by the three other companies prompted the Union to ask for the increase in "post mortems" as a remedy. *

B. The Company contends that inasmuch as its employees are earning a good deal over their minimum guarantees, there should be no change in the wage structure. It further contends that the "post mortems" were extra compensation, the amount of which depended upon the class of people catered to and the type of merchandise sold, and that rates of commission paid to its employees were the same as those paid by the companies submitted by the Union.

C. Discussion of the Issue

(a) Description of Occupations and Compensation

The employees of the Company are salespeople and fit and sell shoes, rubbers, and kindred items to the public. In addition to the sales work they are also compelled to do stock work; that is, keep shelves amply supplied with shoes, rearrange stock, etc. The classifications are salesmen and saleswomen, special fitters, and floorman.

These employees are all paid on a commission percentage basis with a guaranteed minimum, with the exception of the floorman, who is paid a salary. The percentages of pay are as follows: 7% on men's and women's shoes and accessories and 8% on children's shoes and accessories, plus "P. M's."

The literal meaning of "P. M's" is "Post Mortems," which describes merchandise which has not found a ready sale, usually for the reason that the merchandise is out of style, slightly damaged, color styles have changed, or are fads. This merchandise being slow moving, a premium to the salespeople is paid them so that there is an incentive in pushing this merchandise. These premiums have amounted to from $.05 to as high as $1.00 for a pair of shoes. From the testimony it appears that at the present time these "P. M's" are now usually from $.25 to $1.00 per pair. The amounts vary because the older the merchandise or the more extreme the style and color of the merchandise, the more difficult it is to sell them. Women's shoes in particular, depending upon the seasons, colors and styles, become difficult to sell. When an amount is set on some of the stock and that stock is not moved, the "P. M's" are increased and this increase takes place from time to time until the maximum is reached, at which time the department head lowers the price of the shoe and reduces the "P. M." This is done until the pair of shoes is sold. The Company in doing this gives the benefit of any reduction in price to the employee instead of to the customer.

(b) Comparative Wage Data

The Union submitted at the hearing a list of three other shoe companies; and due to the fact that the commission percentage paid to the sales employees of these other companies is about the same as that paid by the Company herein involved, it has tried to justify its demand for an increase by asking that the premiums paid on "P. M's" be raised substantially. It has taken the stand that the minimum guarantees are lower than the minimum guarantees of the three companies submitted and that by allowing an increase in "P. M's" the guarantee will be raised to the level of the other companies.

Of the companies whose wages were submitted by the Union, two carry an expensive line of shoes and a line of women's shoes that are of an extreme style. The third company carries a medium priced shoe and is a company which has stores in all parts of the country. The Company herein involved

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* How this was to be done was never satisfactorily explained to this Hearing Officer.

carries a very conservative line of shoes which is both high and low priced.

The commissions paid by the three companies submitted is 7% with a guaranteed minimum of $31.00 per week. This Company, as above set forth, pays 7% and 8% with a guaranteed minimum of $20.50 per week for women and $27.50 per week for men. There are usually three or four women sales employees and between ten and twelve salesmen. There was no proof as to what the "P. M's" amounted to at the three companies, but the Union guesses it was approximately $6.50 per week. The average "P. M's" at the Brouwer Shoe Company is $2.50 per week. Based on this, the Union demanded an increase of $4.00 a week.

The percentages and average earnings in the various classificatiins above set forth are as follow:

1. Special Fitters:

There are three special fitters, two receiving a guaranteed minimum of $45.00 per week and one $37.50 per week, plus "P. M's." These special fitters are experienced shoe fitters having a thorough knowledge of the shoe business. They must also help the salespeople on the floor in consummating sales and fitting shoes. The commission percentages paid them are the same as those paid the other salespeople, but their guaranteed minimums are much higher. The Company has taken into consideration, in allowing them a high guarantee, the fact that they are more highly skilled and must help the other salespeople.

It appears from the evidence that from May 11, 1942 to May 8, 1943 one of the special fitters, receiving a minimum of $35.00 per week to February 23, 1943 and $37.50 thereafter, earned, according to his commission percentage, the sum of $874.82. He was paid by the Company, in accordance with the guaranteed minimum, the sum of $1910.14. The second fitter, who received $40.00 minimum up to February 23, 1943 and $45.00 thereafter, during the same period of time, earned $1981.09 and was paid his guaranteed minimum in the amount of $2562.03. The third fitter, who received $40.00 minimum up to February 23, 1943 and $45.00 thereafter, earned the sum of $1637.16 and was paid in accordance with his guaranteed minimum the sum of $2420.62.

These discrepancies between the percentage earnings and the guarantee are considered by the Company as additional compensation for the time spent by these three men in work that they do in helping others and for which they receive no compensation, and are due to the fact that they are highly skilled salesmen specializing in fitting shoes and are also required to go to hospitals, convents, private homes, etc. to fit shoes and to prescribe orthopedic correction and pad, cut and shape pads, and supervise their installation in shoes.

The special fitters received an increase on February 23, 1943 as follows: One fitter from $35.00 per week to $37.50 per week, plus "P. M's" and two fitters from $40.00 per week to $45.00 per week plus "P. M's." These increases were granted to correct an inequality, as the Company contends in its brief that they come within the class of supervisory employees.

2. Salesmen and Saleswomen:

There are seven men employed who receive 7% plus "P. M's" for working in the men's and women's department, and 8% plus "P. M's" for working in the children's department. These men are guaranteed the sum of $27.50 per week.

There are four saleswomen employed who receive the same percentages as the men, but a guaranteed weekly amount of $20.50. All of these people work forty eight hours per week. There are no premium payments for overtime work. In addition, they are allowed two weeks' vacation if they have worked more than two years, and a Christmas bonus of $25.00.

The Company contends that the range of earnings for these salespeople, depending upon sales ability and seasonal fluctuations in the demands of the trade, runs from the guaranteed minimums to as high as $125.00 for a single week.

From the evidence presented and from the Company's exhibit, which exhibit is an itemized weekly statement of the weekly sales, percentage earnings, "P. M's," totals earned, and weekly pay, which said statement is a record kept from May 11, 1942 to May 8, 1943, a period of fifty two weeks, it appears that six of the regular salesmen for the aforementioned period have earned an average of $2111.43, and one salesman, a beginner who was paid a minimum guarantee of $20.00 per week and went to a $27.50 minimum guarantee on February 1, 1943, was paid a total of $1374.02. These amounts were in addition to their two weeks' paid vacation. This is an average for six salesmen of $42.23 per week for a fifty-week period and an average of $27.48 for the one beginner salesman. Three saleswomen, from the same records, earned an average of $1465.30 per year, or an average of $29.30 per week; and one saleslady, who started on November 2, 1942, drew the sum of $763.26 up to May 8, 1943, or an average of $28.80 per week.

3. Buyer-Salesman:

There is one man in this classification, who in addition to being a regular salesman receiving the same percentage as the salesmen with a guarantee of $27.50 per week, is an assistant buyer receiving for this extra work the sum of $10.00 per week. This man received for the period from May 11, 1942 to May 8, 1943 as a salesman the sum of $2041.82, or an average of $40.83 for a period of fifty weeks, plus $10.00 per week and two weeks' vacation.

4. Floorman:

This man was formerly a salesman with the Company for about twenty five years. He is now about 62 years of age. He was also a buyer and received $40.00 per week. Evidently not being able to continue his work as such, he asked that the Company make him floorman. His duties are to direct the customers to the various salespeople and departments in the store. His salary is $35.00 per week.

The Union in submitting the figures of the aforementioned three other shoe companies could submit only the guaranteed minimums paid. There was no testimony as to what the actual average earnings of the people working in these three stores were.

This Hearing Officer was unable to get from the Wage Stabilization Division either established or temporary rates for shoe salesmen in the Milwaukee area. The only information available from the Wage Stabilization Division was that the rate for shoe salesmen in the Chicago area, which was temporary rate, was $27.50 per week. Figures in other industries in the Milwaukee area, however, were available in the following industries: Department stores, family clothing stores, and men's clothing and furnishings stores. The weighted average of these various stores and those paid by the Brouwer Shoe Company are as follows:

Average Straight-Time Hourly Earnings of Retail Clerks in Milwaukee, Wisconsin

	Brouwer Shoe Co. Shoe Salesmen	Retail Clerks - General		
		Department Stores	Family Clothing Stores	Men's Clothes & Furnishings
Weighted average-Male-	.88	.93	.93	1.01
Weighted average-Female-	.615	.57	.57	.53

The source of these weighted averages was the Bureau of Labor Statistics survey of July 1943. The survey was a complete coverage of eight department stores, eight family clothing stores, and twenty one men's clothes and furnishings stores. The number of male retail clerks general, covered by the survey, were:

department stores- 317; family clothing stores- 7; men's clothes and furnishing stores- 98.

The Bureau of Labor Statistics Job definition of these retail clerks in department stores, dry goods stores, and clothing stores is as follows: "Has a minimum of responsibility beyond individual selling functions; may do some stock work. Does not include: heads of stock who are responsible for records and arrangement of stock; buyers or department heads who in addition to selling, supervise other salesclerks and have an important voice in buying and merchandising procedure; assistant buyers or assistants to department heads; sales clerks who are also fitters of clothing or are also interior decorators. In some cases retail clerks will do their own cashiering and make their own change. Beginners are also excluded."

Comparing this definition with the duties heretofore set forth of the salespeople this Hearing Officer is of the opinion that the work done by the employees of the Brouwer Shoe Company is comparable to that of retail clerks. The stores covered by the Bureau of Labor Statistics survey, also in some cases have shoe departments and shoe salesmen whose earnings are included in the Bureau of Labor Statistics data.

There were no figures available among shoe fitters, as this store is evidently the only shoe store in Milwaukee which specializes in orthopedic footwear. Neither were there any figures available for floormen or combination buyer salesmen. The Union did submit a supplementary statement showing the P. M's of two salesmen working for the other stores, which were in some cases considerably higher than those paid by this shoe company and some cases lower; but no evidence of average weekly earnings was submitted.

It is evident in comparing the above hourly rates that there is a slight differential between the Brouwer Shoe average hourly rate and the other comparable rates. The Brouwer rate is $.88 per hour and the department stores and family clothing stores is $.93 per hour, and the rate in men's clothes and furnishing stores is $1.01 per hour. A discrepancy also exists in the female rate, the Brouwer rate being $.615 and the department stores and family clothing stores $.57, and men's clothes and furnishing stores $.53. Among the male retail clerks the number receiving $.93 per hour was 324 and 98 receiving $1.01. This Hearing Officer feels that the average hourly rate of $.88 paid by the Brouwer Shoe Company is in line with that paid to the other retail clerks in view of Stabilization policy of setting T-rates at 10% below the weighted average. The number of females covered in the above Bureau of Labor Statistics report was not available, but in view of the fact that the department stores are usually much larger than the other two industries studied, it is assumed that the majority of female clerks in the area were hired at the average rate of $.57 per hour, and the Brouwer Shoe Company average rate of $.615 per hour, in this Hearing Officer's opinion, is also in line with the going rates paid in comparable industries.

MALADJUSTMENT

From the release of the National War Labor Board, of November 16, 1943, No. B-1112, it appears that the Little Steel Formula is not applicable to those employees under the Board's jurisdiction who receive their wage payments by the commission method. In addition, none of the rates are sub-standard.

RECOMMENDATION

In view of the above, this Hearing Officer recommends that no increase be allowed.

V. EQUAL PAY FOR WOMEN DOING WORK COMPARABLE TO MEN'S WORK

THE UNION DEMANDS that the saleswomen receive the same minimum guarantee that the salesmen are getting.

THE UNION CONTENDS that the saleswomen are doing the same work as the salesmen are doing and should receive an equal guarantee.

THE COMPANY CONTENDS that the amount of sales made by the women are much less as shown by their average earnings and that they are therefore not entitled to the same guarantee; that the commissions paid to the saleswomen are the same as those paid to the salesmen.

DISCUSSION OF THE ISSUE

In comparing the Bureau of Labor Statistics survey above set forth, it appears that a much larger differential exists among the male and female retail clerks than is the case at the Brouwer Shoe Company. From an examination and comparison of the sales of the salesmen and saleswomen at the Brouwer Shoe Company it appears that the salesmen sell a much larger volume of merchandise than the saleswomen, and it has evidently been a practice and policy of the various retail stores to have a differential between the two. Thus it appears that a difference in the results of the work done makes inapplicable the doctrine of equal pay for equal work.

RECOMMENDATION

This Hearing /Officer therefore recommends that the request of the Union for an equal minimum weekly guarantee for saleswomen be denied.

VI. RETROACTIVE DATE

THE UNION DEMANDS that the retroactive date of any wage increase be May 12, 1943.

THE UNION CONTENDS that May 12, 1943 is the date of the cancellation by the Company of the last contract.

THE COMPANY CONTENDS that any wage increase should not be retroactive but gives no reason for its stand.

RECOMMENDATION

This Hearing /Officer, in view of the fact that the company exercised its prerogative under the terms of the Union-Company contract to cancel as of May 12, 1943, recommends that in the event an increase is allowed by the Board, said increase be retroactive to May 12, 1943.

Respectfully submitted,

/s/ SYDNEY W. HOLLANDER,
Hearing Officer.

inch Mfg Co. - Chicago -

Panel report p. 29 3/24/1943 - Case # 6-1752

Hourly Wages Ranges approved. for Independent Metal Fed. Union
later taken over by U. E.

	* Gen. Men.	Plating & Heating men.	Molding men.	* General Women.	* Women Special Machines.
Starting Rate	65	68	68	50	551
60 day	68	71	71	53	58
6 mo.	70	73	73	55	60
1 yr.	75	78	78	60	65
2 yrs.	77	80	80	62	67
3 yrs.	78	81	81	63	68
4 "	78	"	"	"	"
5 "	78	"	"	"	"
Merit increase.	81	84	84	64	71

11/30/43.

Panel Report # 111-3248

"Women assigned to men's jobs shall receive rates of pay equal to rates for men on those jobs, if they do equal work with men." Co. added "It is understood that this is not intended to require any increase of rates on women's jobs by reason of the fact that men with a higher rate are now assigned to women jobs." (Some blind & incapacitated men who were paid higher than women).

WB copy

UNITED STATES OF AMERICA
BEFORE THE NATIONAL WAR LABOR BOARD
REGION VI

In the Matter of:

CINCH MANUFACTURING CORPORATION
(Chicago, Illinois)

and

UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA, LOCAL NO. 1150, affiliated with the Congress of Industrial Organizations

Case No. 111-3248-D

DIRECTIVE ORDER

I. The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 3, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties, denies the Union's request for union shop, denies the Union's request that grievances referred to arbitration be acted upon within five (5) days, denies the Company's request for a specific clause in the contract emphasizing the rights of individual employees and groups of employees with respect to grievances, denies the Union's request for a cost-of-living adjustment clause, and orders that the following terms and conditions of employment shall govern the relations between the parties:

1. A. All employees who, fifteen days after the date of this Directive Order, are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the collective agreement in which this provision is incorporated, or until further order of the Board.

The Union shall, immediately after the aforesaid date, furnish the Regional War Labor Board with a notarized list of its members in good standing as of that date.

The Union, its officers and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

The Company, for said employees, shall deduct from their first pay of each month the union dues for the preceding month and promptly remit the same to the appropriate officer of the union. The initiation fee of the union shall be deducted by the Company and remitted to the appropriate officer of the union in the same manner as dues collections.

B. If a dispute arises as to whether an employee (1) was a member of the Union on the date specified above or (2) was intimidated or coerced during the fifteen-day "escape period" into joining the Union or continuing his membership therein, such dispute may be submitted for determination by an arbitrator to be appointed by the Regional War Labor Board. The decision of the arbitrator shall be final and binding upon the parties.

C. If a dispute arises as to whether an employee (1) has failed to maintain his membership in the Union in good standing after the aforesaid date, or (2) was intimidated or coerced into joining the Union after the aforesaid date, such dispute may be submitted for determination by an arbitrator to be selected in the manner provided by the contract of the parties, or if no such provision exists, to be selected by special agreement. In the absence of such a contract provision or special agreement, the arbitrator will be selected by the Regional War Labor Board on due application. The decision of the arbitrator shall be final and binding upon the parties.

2. "It is agreed that there shall be no rate reduction for any individual employee because of adoption of the job classification schedule or subsequent amendment thereof, so long as he remains on the job and satisfactorily performs his duties during the term of this agreement. If the employee's rate is higher than the rate range agreed on for his job, the Company shall have the right, within a reasonable time, to transfer him to a job on which his present rate would be justified. The failure of the Company to effectuate such transfer as soon as reasonably possible shall give the Union the right to resort to the grievance procedure herein provided. There shall be no downward adjustment of an employee's rate by reason of the transfer to a job of higher classification."

3. The second shift premium shall be seven cents (7¢) per hour. The third shift premium shall be ten cents (10¢) per hour.

4. "Women assigned to men's jobs shall receive rates of pay equal to the rates for men on those jobs, if they do equal work with men. It is understood that this is not intended to require any increase of rates on women's jobs by reason of the fact that several incapacitated men with higher rates are now assigned to women's jobs." ✓

5. "Ability, skill and competence being substantially equal, seniority shall govern in all cases of lay-offs and re-hiring. It is agreed that the determination of each employee's ability, skill and competence is vested in the Company. Any complaint or disagreement as to the exercise of the judgment of the Company in determining such employee's ability, skill and competence shall be made the subject of grievance procedure."

6. "For the purpose of facilitating the affairs of the Local No. 1150 and International Union, the Company shall, upon the written request of the Union, grant extended leaves of absence, without pay, to a number to be mutually agreed upon. Such members during such leaves of absence shall retain all seniority and service rights as though employed bythe Company. Absence under this provision shall not exceed one (1) year and such leaves of absence for the same purpose shall upon request be renewed from time to time by the Superintendent within the period of this contract."

7. "Notwithstanding other seniority provisions, the chief shop steward and department stewards shall be the last to be laid off and the first to be re-hired."

   "It is understood and agreed, however, that this provision shall apply only to the number of department stewards equal in number to the foremen of such departments."

8. "The provisions of this Section (Section 1 (E), Article VIII) do not apply to the classification and evaluation of jobs nor fixing of rate ranges therefor, it being understood that such are matters of future agreement between the Union and the Company."

9. In computing the sixth and seventh day worked, a day shall be deemed a day worked: (1) where the employee reports with reasonable expectation or work, but is sent home due to lack of work or other reasons

beyond his control; or (2) an unworked holiday which is one of the six designated in Executive Order 9240. The Company shall not avail itself of the privilege of giving employees days off as a device for avoiding payment of overtime, but only because of such circumstances as shortages of material, failure of equipment, etc.

10. Each party shall have the right, during the life of the agreement, to one reopening of the issue of wages upon the giving of thirty (30) days' written notice to the other party.

11. The agreement between the parties shall include all other clauses agreed-upon between the parties, tentatively or otherwise, except that the vacation clause shall be modified in accordance with the previous ruling of this Board upon a Form #10 filed by the parties.

II. The foregoing terms and conditions shall be incorporated in a signed agreement reciting the intention of the parties to have their relations governed thereby, as ordered by the National War Labor Board.

III. This order shall stand confirmed as the order of the National War Labor Board and, unless otherwise directed by the National War Labor Board, shall take effect fifteen days from the date hereof unless in the meantime a petition for review is filed with the National War Labor Board, in which event this order shall be suspended until disposition of the petition for review, unless the National War Labor Board otherwise directs, or has otherwise directed, or the parties otherwise agree (provided the fifteen-day period referred to in paragraph 1, A, above shall be deemed to run from the date of this order).

IV. Nothing in this order is intended to prevent the parties from agreeing upon the date when the order or any part thereof shall take effect; and in the event a petition is filed with the National War Labor Board seeking review of portions of this order, either party may request the National War Labor Board to make the remaining portions of the order immediately effective.

FOR THE PUBLIC

FOR LABOR
(Dissenting with respect to denial of Union's request on 5-day grievance action.)

s/Edgar L. Warren

s/Alice Smith

s/Philip Marshall

s/Paul A. Givens

FOR INDUSTRY

For the reasons set forth below we dissent from the majority decision on the issues of:

I. Maintenance of Membership
II. Check-Off
III. Leave of Absence
IV. Preferential Seniority
V. Night Shift Differential

I. Maintenance of Membership

We firmly believe, with the Industry Members of the National Board, that the ordering of maintenance of membership violates the War Labor Disputes Act because it is contrary to both the letter and the policy of the National Labor Relations Act.

In this case we dissent for an additional reason. The facts here clearly indicate to us that ordering maintenance of membership is directly contrary to the general policy of the National Board.

In directing maintenance of membership the National Board has always stated that it requires as a prerequisite that the Union be a responsible organization capable of fulfilling all of its obligations to its members, the management, and the Board.

In our opinion the facts here show that the stewards and representatives of the Union dealing directly with the company do not have the required responsibility. The uncontradicted facts upon which we base our opinion are detailed in the Dissenting Opinion of the Industry Member of the Panel. There is no need to repeat them here. Suffice it to say that throughout the negotiations for the initial contract in June 1943 the union stewards misrepresented the status of the negotiations to the employees and misled them into believing the Company was standing pat and refusing to negotiate; whereas, in fact, the Company was continually making material concessions and revisions, and it was the Union that was standing pat on its original proposal. (The Union's lack of good faith in the negotiations is evidenced by the statement on page 2 of the Union's preliminary brief that the Union "proceeded to arrive at some understanding and agreement with the Company on the basis of the Company's proposed contract submitted on June 28th, at no time, however, intending thereby to waive any of the provisions proposed by the Union contract.")

The Company contends that these misrepresentations and misleading statements to the employees inspired resentment against the Company and reduced employee morale with resulting substantial losses in production during June and July 1943. It offered in evidence its Exhibit K showing the amount of sales per employee each month from January 1942 through August 1943. Those figures indicate production in June and July 1943 was far below prior months.

The Union in its Comments on the panel report attacked these figures on the basis of high employee turnover. However, the turnover figures submitted in the Company's Amended Exhibit S show that the proportionate rate of employee turnover in June and July 1943 was not materially different than in the prior months of 1943. In fact, the turnover was highest in August 1943 when the sales per employee again increased somewhat.

Production losses caused by employee attitude are most difficult to measure. Admittedly there are variables involved in the Company's figures which are not related to employee effort. However, these variables do not account for the striking decrease in June and July 1943. Nor does employee turnover. Generally reduced employee morale is the only remaining explanation.

The delegation of employees who appeared at the Company's office and demanded to know why the Company was refusing to bargain leaves no doubt that the misleading statements of the stewards were responsible for the attitude of the employees and, in turn, for the reduced production. We doubt that the stewards intended that result. However, it was a natural consequence of their statements. Capable and responsible union leaders would not have made those statements, which were not only false but misleading and dangerous.

In our opinion, the uncontradicted evidence of the actions of the stewards and the attitude of the Union representatives in the bargaining leading up to this dispute clearly shows that the organization of the Union in this Company's plant is incapable of fulfilling its obligations to its members, the Company and the Board. The opinion as to the responsibility of the Local given by an Army representative was based upon only a few observations in other plants. He, himself, expressed doubts that he had observed enough actions to give a firm opinion. Such a qualified opinion cannot override the direct and uncontradicted evidence of irresponsibility. Therefore, we believe the ordering of maintenance of membership in this case is contrary to the policy of the National Board.

II. Check-Off

No reason was advanced by the Union for the check-off. The Union merely argued that the Board's policy was well established and that Check-Off is considered an accepted procedure in labor relations. We do not understand it to be the policy of the National Board to grant a check-off without reason.

There was no evidence of difficulty in collection of dues. On the contrary, the testimony of the Union's Chief Steward at the hearing on September 23, 1943 indicates virtually 100% dues collection was already accomplished for that month.

The Company does not object to collection of dues on Company property and the Union has agreed not to collect dues on Company time. The Union's representative at the panel hearing said that in his dealings with the Company's management: "I have never encountered a more cooperative atmosphere, where the mutual rights of both parties were observed." Therefore, there is no reason to believe that the collection of dues will interfere with harmonious labor relations.

The fact that there is no adequate reason advanced for check-off in this case is reason enough for not granting it. However, there are affirmative reasons why we believe it should not be granted.

The ordering of check-off is contrary to the letter and policy of the National Labor Relations Act. It therefore violates the War Labor Disputes Act.

Also, the withholding of dues is the only method by which the individual Union members may protest actions of the Union leaders. The check-off takes away this right. In view of the actions of the stewards and Union representatives in this case, it is particularly important that this right of protest be preserved to the individual union members.

The Company points out in its Comments that the automatic check-off is contrary to the Illinois statute requiring the semi-monthly payment to every employee of "all wages or salaries earned by such employee" (Ill. Rev. Stat. 1943, Chap. 48, Sec. 36). The automatic check-off therefore also violates that provision of the War Labor Disputes Act requiring the Board's directives to conform to the state law. In this connection it should be pointed out that the panel majority recommended voluntary check-off. The majority of this Regional Board believed the panel meant automatic check-off because the recommended clause attached to the Panel Report was the automatic check-off clause. This conclusion is unwarranted since the Labor Member of the panel saw fit to write a dissenting opinion recommending the automatic check-off.

We, therefore, dissent from the ordering of a check-off clause because we believe it is contrary to law, because we believe it is not warranted on the merits of this case, and because we believe it is contrary to the National Board's policy to order check-off without any reason.

III. Leave of Absence

We dissent from the action of the majority in adding to the leave of absence provision a clause requiring the granting of renewable, one year leaves of absence to union members for the purpose of "facilitating the affairs" of the Union.

The Union did not request such an addition to the leave of absence clause until after the dispute was certified to the Board. We therefore have no jurisdiction of this question since the War Labor Disputes Act gives the Board jurisdiction only of such issues as are certified to be in dispute. It is also contrary to the policy of the National Board to consider matters which have not been the subject of collective bargaining. This policy was set out in the Chrysler Corporation case, N.W.L.B. Case No. 3950-D.

In any event, assuming the right to issue a directive on this subject, we believe the order of the majority is not justified because:

(a) It is contrary to the National Board's policy established in the Borg-Warner case, N.W.L.B. Case No. 4246-D, to order a Company to grant compulsory leaves of absence for union business which exceed 30 days.

(b) An employee who accepts a Union job has taken another job and should lose his seniority right as would any other employee who leaves to take another job.

(c) Allowing the employees who take Union jobs to retain and cumulate seniority rights prejudices the rights of the employees who work to attain seniority in the meantime. We cannot understand the basis upon which the Board can justify "facilitating" the affairs of a Union by giving its officers a "retirement" privilege at the expense of the Company and other employees.

(d) Compelling the Company to thus "facilitate the affairs" of the Union requires the Company to give support to the Union contrary to the National Labor Relations Act and the War Labor Disputes Act.

IV. Preferential Seniority

The ordering of preferential seniority is neither necessary nor proper in this case. The Dissenting Opinion of the Industry Member of the Panel on this issue completely expresses our views. We adopt it as our opinion in the interests of brevity.

V. Night Shift Differential

We dissent to the ordering of a 10 cent night shift bonus to employees on the third shift. We believe a uniform 7 cent differential to both night shifts would be proper.

The Company is now paying 5 cents to both shifts. The Union requested 10 cents for both shifts. At the panel hearing the Company offered 7 cents for both shifts, basing its offer on a survey which indicated the average night shift differential to be about 10%. The average hourly earnings of the Company's employees are approximately 70 cents.

Although the Union represents the employees in many other plants in Chicago, it submitted no evidence whatever of comparable rates to support its claim to a 10 cent night shift differential for either the second or third shift. Its claim that the neighborhood is bad was offset by evidence that there are two street car lines, an elevated station and a bus line within a block of the main buildings of the Company. In any event, there is no basis for distinguishing the second shift leaving the plant and the third shift coming in.

No evidence of a customary 10 cent night differential for third shift employees was presented to the Board at any time. However, in the July 1943 issue of the Monthly Labor Bulletin, issued by the Department of Labor, the Bureau of Labor Statistics reports on night shift differentials on a nation-wide basis. From this report it appears that a 10 cent night differential is among the highest. The report on the Electrical-Machinery Industry (page 141) shows that there is seldom a difference between second and third shift employees and that 68% of the employees covered are on the basis of a 10% differential for both shifts.

Accordingly, we believe that the 7 cent night differential for both night shifts is proper. The 10 cent rate directed by the majority for third shift employees appears to be unusual. In our opinion it is contrary to the wage stabilization policies of the National Board.

s/ Bertram J. Cahn

s/ Howard D. Grant

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
Region VI

In the Matter of :
:
CINCH MANUFACTURING CORPORATION :
(Chicago, Illinois) :
:
and : CASE NO. 111-3248-D
:
UNITED ELECTRICAL, RADIO & MACHINE :
WORKERS OF AMERICA, LOCAL #1150 :
CIO :

OPINION

In the Harvill Aircraft Die Casting Corporation case the majority opinion of the National War Labor Board stated, "As a general rule a company cannot for the duration of the war, except by mutual consent, eliminate the union shop." (6 War Labor Reports 334,337).

This opinion will deal only with the question of whether the rule of the Harvill case may be soundly applied to the facts of this case.

In the instant case the facts, briefly stated, are these: On March 20, 1941 the Cinch Manufacturing Corporation recognized an independent union as the bargaining agent of its employees and entered into a contract with them which included in its terms a provision for a union shop. On or about March 23, 1943, and while the Company was still under contract with the independent union, representativesof Local 1150, United Electrical, Radio and Machine Workers of America, CIO, notified the Company that the independent union had voted to affiliate with them and requested recognition as the successor bargaining agent. The Company refused to recognize the CIO union as the bargaining agent and a consent election was conducted by the National Labor Relations Board. The United Electrical, Radio & Machine Workers of America won that election and subsequently entered into negotiations with the Company for a new contract. During these negotiations the Cinch Manufacturing Company refused to grant to the UERMWA the union shop it had previously granted the independent union. The dispute was subsequently certified to the War Labor Board.

The Union has strongly urged the ordering of a union shop on the grounds: "first, that as a matter of right, affiliation to a national organization of a previously unaffiliated Independent should not disturb the already existing provision for a union shop; second, that as a matter of Board policy and in recognition of labor's pledge to the President, workers should not be deprived of gains previously won; and third, as a matter of effecting the best morale, workers should be made to feel that affiliation with a national organization will not incur displeasure or penalty."

The Company opposes the granting of a union shop or any other form of union security, including maintenance of membership. It takes the position that there never was a true affiliation of the Independent Union with the CIO, and that irrespective of the question of affiliation, the present Union is an entirely different organization from the prior Independent and that it has not demonstrated its responsibility as a labor organization.

A panel of the National War Labor Board, Region VI, has recommended the denial of the Union's claim to a union shop. In its report the Panel bases its denial of the union shop request solely on the question of the legality of the claims of the Union, that it succeeded the former Independent union by means of a merger or affiliation. The panel report states,

> "On the question as to whether or not there had been a legal merger or affiliation, considerable evidence, both documentary and oral, was introduced. It was evidently the intention of the directing heads of both the predecessor and the present unions to effect what might have been desired as a legal merger

> or affiliation. However, the notices of meetings called, the minutes of such meetings, the actions of the unions and, particularly, the present Union in calling for an election. These things, when considered in the light of all of the surrounding facts and circumstances, have forced the majority of the panel to the conclusion that there has not been such legal merger or affiliation as to entitle the Union to be placed in the position of the predecessor union so as to require the granting of a union shop in this case."

In a separate opinion the labor member of the Panel states, "While the complete record of the panel proceedings and the general practice and policy of the National War Labor Board on the security issue does not indicate to the undersigned to recommend the union shop in this case . . . " He then goes on to recommend a maintenance of membership provision without the usual 15 day escape clause.

The Industry member of the Panel recommends that the Board deny both the union shop and maintenance of membership.

The Public member recommends the standard maintenance of membership provision with the 15 day escape clause.

The Harvill case, decided by the National War Labor Board on February 12, 1943 had ordered the continuance of a previously existing union shop provision, with the exception that employees hired between the date of the expiration of the prior contract and the date of the Board's order were not required to be bound by the terms of the union shop provision. These employees were not included in those to be bound by the union shop because they were hired without knowledge or acceptance of the union shop conditions and because of the Company's refusal to continue the union shop and the Board's failure to make an early settlement of the dispute. By that order and accompanying opinion the War Labor Board served notice on all workers and managements that no employer would be permitted to reduce the extent of security already voluntarily granted to any union. This policy was first enunciated by the War Labor Board of 1917-1918 during World War I.

It should be noted that this Harvill case involved the same Company and the same Union that had been parties to the prior voluntary union shop agreement.

The next significant decision of the National War Labor Board involving this issue was the New England Shipbuilding Corporation case, decided on February 11, 1944. In that case the Company involved had been newly formed by the merger of the South Portland Shipbuilding Corporation (which had had a closed shop agreement with the Metal Trades Department of the AFL) and the Todd Bath Shipyard, Inc. (which had granted a union shop to the Industrial Union of Marine and Shipbuilding Workers of America, CIO). The CIO ultimately won the bargaining rights for the combined operators of the new company. The Shipbuilding Commission of the War Labor Board denied the Union's request for a union shop provision covering all employees, and granted instead the standard maintenance of membership provision. On appeal, the National War Labor Board, without opinion, directed that for all new employees of the combined yards (those hired by the Company after the date of the Directive Order), a union shop provision should apply; but that as to all employees of the Company hired prior to the date of the Directive Order, the maintenance of membership provision ordered by the Shipbuilding Commission should apply. The facts of the New England Shipbuilding case are unusual and offer little guidance in deciding the instant case even though in the New England shipbuilding case there was a successor bargaining agent for a substantial number of the employees involved.

The latest important decision covering the general problem here involved is that of the Frank Foundries Corporation case which was released on March 2, 1944. In the opinion of the majority in that case it was stated, "For the purpose of this case it is unnecessary to define the precise limits of the Harvill doctrine. It is sufficient to hold that the change of ownership of the plant should not under the circumstances set forth be regarded as preventing the application of the Harvill principle." In that case the Board granted the continuance of a union shop even there had been a change in ownership of the company involved. It should be noted, however, that the Union involved had not changed its affiliation; nor could it be claimed that it was a different union.

Under the peculiar facts of this case, and because of the absence of a National War Labor Board precedent which would indicate the applicability of the Harvill doctrine to facts as set forth above, the public members of the Sixth Regional War Labor Board have reached the conclusion that the standard maintenance of membership provision, with the 15 day escape clause, is the proper solution to the problem here presented.

Opinion by:

s/________________________
Philip G. Marshall

Concurring:

s/________________________

NATIONAL WAR LABOR BOARD
222 West Adams Street
Chicago, 6, Illinois

Region VI

In the matter of:

CINCH MANUFACTURING CORP.
(Chicago, Illinois)

Case No. 111-3248-D

and

United Electrical, Radio & Mchne.
Workers of America, Local #1150
CIO

Dissenting Opinion

This opinion deals with the union security provision of the Regional Board's Directive Order.

The Board has denied a union shop provision at Cinch Manufacturing Corporation, despite the fact that the workers in this plant had previously won the union shop through collective bargaining.

In the Harvill Aircraft Die Casting Corporation case (5 WLR 334) the National War Labor Board determined in substance that where a union shop had been established by collective bargaining, the Board would normally direct its continuance in a new collective bargaining agreement following the expiration of the old one. This decision was consonant with the Board's announced policy of not cutting down conditions already won by workers through collective bargaining.

Applying the Harvill doctrine with practical realism to meet variations of the principle involved, in the New England Shipbuilding Corporation case (14 WLR 80) on February 11, 1944, the National War Labor Board ordered the union shop to cover the employees of a company formed by merger of two companies, continuing the union shop provision negotiated earlier by the union with one of the merged companies.

Again, on February 15, 1944, the National War Labor Board in the Frank Foundries Corporation case (No. 111-91-C) directed that the union shop provisions at the Muncie, Indiana foundry under the contract with the former ownership, which was terminated by notice at the time of the sale, should be continued under the new ownership.

The Regional War Labor Board should have evaluated the merits in the instant case in the spirit of the Harvill doctrine, as was done by the National War Labor Board in the abovementioned cases, with willingness to recognize the equity held by Cinch employees in their union shop provision.

The following facts obtain in the present case:

> On March 20, 1941, the Company entered into a collective bargaining agreement with the Independent Metal Fabricators Union (unaffiliated). This contract, which contained the union shop provision, was renewed on March 20, 1942. On November 10, 1942, a supplementary agreement was entered into, extending the contract to December 31, 1943. The union shop

clause prevailed in the renewed contract dated March 20, 1942, and the extended contract dated November 10, 1942.

Prior to the expiration of the contract on December 31, 1943, the membership of the Independent, through their officers, communicated with the UE-CIO to effect affiliation. A membership meeting of the Independent was called, where a vote for such affiliation was carried. Thereupon, the UE communicated with the Company, advising them of such affiliation and requesting recognition. At the insistence of the Company and for the purpose of expediting labor-management relationships, the UE agreed to file a petition for certification with the National Labor Relations Board. In due course the UE was certified by the National Labor Relations Board as the collective bargaining agency. On the basis of affiliation of the Independent, no initiation fees were required by the UE.

Cinch members of the UE, in deciding on the contract clauses to be submitted to management for negotiation, voted to include renewal of a union shop. In negotiations, the Company refused to do so despite the existence of the union shop since March 20, 1941.

The Regional War Labor Board should have granted the union shop for the following reasons:

As a matter of Board policy, in recognition of labor's no-strike pledge, workers should not be deprived of gains previously won.

As a matter of right, affiliation to a national organization of a previously unaffiliated Independent should not disturb the already existing union security provision.

As a matter of effecting the best morale and sound labor relations, workers should be made to feel that affiliation with a national organization will not incur penalty.

/s/ Alice Smith

/s/ Paul A. Givens

1. Equal Pay advised
2. Differentials in rate structure & ranges.
3: No classifications. simple basic structure for production -

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL WAR LABOR BOARD
REGION VI.

In the Matter of: CORY GLASS COFFEE BREWER CO. Chicago, Illinois and UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA, LOCAL #1150, CIO.	Case No. 111-12059-D May 23, 1945

REPORT AND RECOMMENDATION OF THE PANEL

The Parties

The Company

The Cory Glass Coffee Brewer Co. is located in Chicago, Illinois and is engaged in the manufacture of glass coffee brewers.

The Union

The United Electrical, Radio and Machine Workers of America, Local #1150, CIO, has represented the employees since 1942. The first contract entered into between the Company and the Union was dated July 23, 1942, which contract at its expiration was automatically extended for one year and expired on July 23, 1944.

History of the Dispute

Upon the expiration of the contract the Union notified the Company that it desired certain changes in its contract. After several conferences the matter was referred by the parties to the Conciliation Service of the United States Department of Labor. The Conciliation Service not being able to resolve the differences between the parties, the matter was certified to the National War Labor Board. The undersigned Panel was appointed to hear the issues in dispute and a hearing was held on January 15, 1944 at Chicago, Illinois, at which time all parties were present or represented.

The Issues

I. Union Security
II. Hours and Overtime
III. Vacations and holidays
IV. Seniority
V. Equal Pay
VI. Temporary Transfers
VII. WAGES

I. UNION SECURITY

Union Contentions

The Union demands that the contract between the parties contain a closed shop or maintenance of membership provision and checkoff.

The Union contends that it is a responsible union and is entitled to some form of union security. The Union further contends that checkoff should be ordered by the Board because the plant is now working a night shift and it is difficult to collect its dues due to the shortage of stewards.

Company Contentions

The Company demands that no form of union security or checkoff be ordered by the Board.

The Company contends that the Union does not represent a majority of the employees; that it voluntarily recognized the Union, and that its contract is a liberal one.

Discussion of the Issue

The Company contested the Union's right to negotiate a new contract for its employees on the ground that it did not represent a majority of the employees. The Company's testimony was based on a belief and no actual proof was submitted to bear out its contention that the Union did not represent a majority of the employees. The Company has since the expiration of the contract negotiated with the Union on a new contract. The Panel is of the opinion that if the Company had actual proof of the Union not having a majority, it would not have negotiated with it upon the expiration of the old contract. In addition to negotiating with the Union since July 23, 1944, the Company agreed upon a seniority provision for the contract at the hearing.

No form of union security is provided for in the expired contract. The Union is now demanding a closed shop or maintenance of membership provision for its new contract. There have been no strikes in the plant and the relations between the parties has always been harmonious. Although the Board's policy of granting maintenance of membership is not an automatic one, there are very few cases in which the standard maintenance of membership provision has not been granted.

On the question of checkoff of Union dues, it appears that the Company has instituted a night shift. There are only three stewards in the plant and, although the Company has not objected to the collection of Union dues in the plant, the Union maintains that it is extremely difficult to make all of its collections. It also appears from the testimony of the Union that its members voted favorably on the question of having their dues checked off by the Company. The dues amount to $1.00 per month. A checkoff provision where maintenance of membership is granted is a decided factor in the elimination of Union demands for discharges of employees for failure to pay their dues. It precludes many arguments over discharge demands, especially in these days of help shortages, and arbitration for the purpose of deciding whether an employee is a member in good standing of his union is eliminated.

Recommendation

The Panel recommends:

1. That the Union's demand for union security be granted in the form of the Board's standard maintenance of membership provision.

2. That the Union's demand for checkoff be granted.

II. HOURS AND OVERTIME

Union Contentions

The Union demands:

1. That overtime be paid after eight hours worked in any one day;
2. Time and a half for work done on the sixth consecutive day in the work week;
3. Credit days;
4. Increase of rest period from five minutes to ten minutes.

The Union contends that it is area practice to pay overtime after eight hours worked in any one day and to allow certain credit days for the purpose of computing overtime; that rest periods of five minutes are not of sufficient length to give the employees time to take care of their personal needs.

Company Contentions

The Company demands that the Union's requests be denied.

The Company contends that to grant the Union's demands would amount to a general increase.

Discussion of the Issue

The Company should be classed as a metal working industry in that it assembles in addition to coffee brewers, gas and electric stoves. The practice in the Chicago area and in the metal working industry is to pay time and a half after eight hours worked in any one day and time and a half for work performed on the sixth day of the work week. The Company now pays overtime after forty hours worked in any week.

On the question of credit days, Executive Order 9240 provides that six recognized holidays may be counted as credit days in computing the sixth day worked. The Board has in many recent decisions allowed these six holidays to be counted as credit days. The Union, in addition to these six holidays, has demanded that absence due to death or sickness and days not worked through no fault of the employee, but due to the Company's fault or inability to provide work, be counted as credit days in computing overtime. Executive Order 9240 provides that:

> "If an employee is absent for all of one or more days, such days are not to be included in computing the seventh day. The only two exceptions to this rule are a designated holiday on which no work is performed and the case where an employee reports with the reasonable expectation of work and is sent home because of a lack of work or other reason beyond his control. * * * * With respect to the inclusion of full days of absence for the purpose of determining whether a sixth day has been worked, the answer is to be found in the prevailing custom or agreement in the plant."

It appears from the wording that to compute as credit days, days absent due to death or sickness are not to be computed or allowed for the purposes of premium pay. The order, however, does take into consideration days not worked when an employee reports with the reasonable expectation of work and is sent home.

The employees now are allowed two five minute rest periods, one in the morning and one in the afternoon. During these five minute periods all work is stopped and the employee allowed to smoke or attend to his personal needs. In addition to these periods the employee is allowed during the day to attend to his personal needs without any objection by the Company and as long as the privilege is not abused. This being so, the Union's demand for ten minute periods would reduce the work day by an additional ten minutes. Two five minute periods to attend to personal needs, if strictly adhered to, would be unreasonable, but there is no charge by the Union that the Company had refused to allow the employees other times during the day.

Recommendation

The Panel recommends:

1. That the Union's demand for time and a half for all hours worked after eight in any one day be granted.

2. That the Union's demand for time and a half for all hours worked on the sixth consecutive day of the work week be granted.

3. That the Union's demand that the six holidays specified in Executive Order 9240 be counted as credit days be granted.

4. That the Union's demand that days absent due to death in the family or sickness be counted as credit days, be denied.

5. That the Union's demand that days not worked, when an employee reports with the reasonable expectation of work and is sent home because of a lack of work or other reason beyond his control, be counted as credit days, be granted.

6. That the Union's demand for an increase in rest periods be denied.

III. VACATIONS AND HOLIDAYS

Union Contentions

The Union demands in addition to the present vacation policy a three day vacation for all employees with more than six months and less than nine months service and that the employees be paid for Independence Day, Labor Day and Thanksgiving Day.

The Union contends that to grant its demands is advancing a program contemplated by best thinking of labor-management relationship to effect a standard of living for American Workers.

Company Contentions

The Company demands that the Union's request be denied.

The Company contends that its present vacation policy is very liberal.

Discussion of the Issue

The present vacation plan provides for a one week vacation to all employees having more than nine months and less than eighteen months service with the Company and two weeks' vacation for all employees having more than eighteen months service with the Company. This plan is very much more liberal than the vacation plan now being granted by the Board. The Board plan providing for one week vacation for employees having more than one year and less than five years service with the Company and two weeks vacation for employees having more than five years service with the Company has become a set policy in the granting of vacations. The present vacation plan of the Company is in the opinion of the Panel a very liberal one.

On the question of paid holidays not worked, the Board has in no disputes case to the knowledge of the Panel so ordered. The issue at best becomes a matter of collective bargaining between the parties and if agreed upon submitted to the Board on an application form 10, There was no proof submitted by the Union that paid holidays is an area custom or practice, nor can the Panel find such an area custom or practice.

Recommendation

The Panel recommends:

1. That the Union's demand for increased vacation allowance be denied.

2. That the Union's demand for paid holidays be denied.

IV. SENIORITY

The Parties have agreed to a seniority provision for their contract and therefore no report and recommendation becomes necessary.

V. EQUAL PAY

Union Contentions

The Union demands that the Company equalize the wages paid to females with the wages paid to males for comparable quality and quantity of work on the same or similar operations.

The Union contends that women working in the shipping department are doing work similar to that done by male help in the same department.

Company Contentions

The Company contends that the work is not the same.

Discussion of the Issue

The Company argued that although the men do some work that is the same as that done by women, the women do not do the same work as that done by the men. The heavy and difficult work is all done by the men. The women paste stickers and do typing and parcel post work in the shipping room, while the men pack and lift the heavy boxes. There are eight men and four women employees in the shipping department and from the testimony it appears that only the light work and typing is done by the female employees, all of the other work being done by the male employees. There does not appear to be comparable quality and quantity of work done by the female employees to that done by the male employees.

Recommendation

The Panel recommends that the Union's demand to equalize the wages paid to female employees with those paid to male employees be denied.

VI. TEMPORARY TRANSFERS

Union Contentions

The Union demands that employees temporarily transferred carry their regular job average hourly rate.

The Union contends that men temporarily transferred by the Company to lower rated jobs should not be penalized.

Company Contentions

The Company contends that the employees are transferred to lower rated jobs when supplies are not available in their department instead of being sent home because of lack of work.

Discussion of the Issue

The Company has transferred men to lower rated jobs due to lack of supplies in the employees' department. This is done so that the employee is able to earn some money in another department instead of being sent home. There are times, however, when these men are transferred to lower rated jobs for the Company's benefit. This situation exists only in the striping and grinding departments where an incentive plan is in existence.

The Panel is of the opinion that when employees are transferred when work is available in their department, with the transfers for the Company's benefit, that the employees' average hourly earnings should be paid them while on the job to which they are transferred. When transferred due to lack of work and with the consent of the employee in order that he may remain at work, the hourly rate should be paid.

Recommendation

The Panel recommends:

1. That employees temporarily transferred for the Company's benefit should be paid their average hourly earnings;
2. That employees transferred temporarily, with their consent, due to lack of work, be paid their regular straight time pay.

VII. WAGES

Union Contentions

The Union demands a minimum rate of $.60 per hour for starters and a general increase for all other employees to keep proper differentials.

The Union contends that an interplant inequality exists.

Company Contentions

The Company contends that its present wage schedule is in line with that paid by other companies.

Discussion of the Issue

The Union is demanding a starting rate of $.60 per hour with an increase to the job rate after sixty days.

The Company is engaged in the business of manufacturing, assembling and distributing glass coffee brewers and brewing equipment, and gas and electric stoves. The glass parts together with rubber, plastic and metal parts are delivered to the Company and distributed through the plant by its receiving department. The glass is decorated by hand and then put on a rotating machine for firing. These machines are automatic and require the putting on and taking off of one or two pieces of glass at a time. The machines are started and adjusted by the assistant foremen. The glass is then sent to the assembling and packing department. Assembly is completed with the use of screw drivers and jigs which hold the glass in place. There are five operations in assembly which proceed simultaneously on adjoining benches.

1. The setting up and marking of the carton.
2. The preparation of the lower bowl. This consists of (a) inspection of quality and design of glass, (b) the assembly of clamp and handle, and (c) the assembly and adjustment of the cover.

3. The preparation of the upper bowl. This consists of (a) inspection of quality and design of glass, and (b) assembly of bushing and corrugated protector.

4. The assembly of upper and lower bowls. This consists of (a) placing corrugated protector between the upper and lower bowls, and (b) placing instructionsheets in upper bowl.

5. The packing of the completed brewer into the carton. This consists of (a) putting the brewer into the carton, (b) adding the filter rod, and (c) covering with a top protector pad. The carton is then closed and sealed and placed on a conveyor belt which takes it into the shipping room where it is handled and delivered to various shipping facilities.

In addition to this work the Company does a small amount of assembly work in connection with electric and gas stoves and in the assembly of incidental miscellaneous items.

The present wage structure is as follows:

Miscellaneous Manufacturing and Assembling Department Employees

	Male	Female
Starting Rate	.55	.50
After sixty days	.57½	.52½
After one year	.60	.55
Merit rating up to	.75	.70

Personnel in firing, shipping and receiving room

	Male	Female
Starting Rate	.55	.50
After sixty days	.57½	.52½
After one year	.60	.55
Merit rating up to	.75	.70

In addition to these rates a plant wide bonus is paid to the employees if more than a certain number of units are produced by the whole plant. This bonus varies in accordance with the number of units produced. Said bonus averages between $2.50 and $5.00 per week or between $.05 to $.10 per hour. The bonus is only paid if a profit is made by the Company on the operations. In addition to this bonus, an attendance bonus is given in the form of a $25.00 war bond for each 400 consecutive hours worked by the employees.

Only one Company's rates are available for the industry and it is necessary to compare the rates with rates paid in similar industries in the area. Common labor rates in the metal working industry for non-electrical machinery is as follows:

Entry rate	$.55
30 day rate	.60
Going rate at end of 90 days	$.70

The entrance rate represents the minimum hiring rate; the going rate represents the minimum hourly rate at the end of ninety days. The rate in the electrical wholesale supply business in the area for order fillers is $.62½ and for packers $.68½.

In the case of Hill & Shaw, #6-51,101 approved October 17, 1944, the Company's rates were also compared with rates in similar classifications in the metal working industry. These rates as approved are as follows:

Bench Assembly - C	$.55-.70
Glass and Cloth Assembly-B	.50-.65
Glass and Cloth Assembly-A	.60-.75
Electric and Gas Assembly	.65-.80
Receiving and Shipping Clerk- experienced	.70-.88
Receiving and Shipping Clerk- Helper	.50-.75

The ranges approved were to be administered in accordance with Field Memo 88c. This Company is engaged in the same industry as the instant Company.

The Union testified that very few of the employees had been given merit increases in accordance with the contract and the Company testified that approximately 90 out of 160 employees had received merit increases. From a comparison of the above rates it does not appear that an inter-plant inequality exists in the hourly rates, but there does appear to be an interplant inequality in the length of the progression schedule in that after sixty days no increases are given until after one year. It appears that if the one year rate was converted into a ninety day rate, the majority of the rates now paid would be in line with those rates with which they were compared. Comparing certain classifications such as receiving and shipping clerk and helper, and electric and gas assemblers, with rates approved in the Hill & Shaw case, it appears that an intraplant inequality exists within the plant and should be corrected. The rates as approved show that these classifications are entitled to a higher rate than that paid in the other classifications. In the firing department of the instant plant both parties admitted that more skill is required than in the other departments and, although this classification was not included in the case cited, it appears that an intraplant inequality exists here also.

The Union has also requested that, in the event employees leave the employ of the Company, they receive their proportionate share of the $25.00 war bond bonus given for 400 consecutive hours worked. During the hearing the Company in connection with the wage issue argued that this bonus was part of the wages. If this is so, the employee leaving the employ of the Company is entitled to his proportionate share of the value of the bond.

Recommendation

The Panel recommends:

(1) That the Union's demand for a general increase be denied.

(2) That the Union's demand for an increase in the starting rate be denied.

(3) That the period of one year in the progression schedule be reduced to ninety days, the rate remaining the same.

(4) That the average amount of .01 per hour be granted to eliminate intraplant inequalities.

(5) That the Union's demand for a pro rata share of the value of the war bond bonus for 400 consecutive hours worked be granted to employees leaving the employ of the Company before the 400 consecutive hours are worked.

Retroactive Date

The parties agreed on July 23, 1944, the date of the expiration of the contract, as the retroactive date for any wage increases that might be allowed, and the Panel so recommends.

Respectfully submitted,

/s/ Sydney W. Hollander
Public Member

/s/ J. H. Crones
Industry Member

/s/ A. Feinglass
Labor Member

DISSENTING OPINION OF INDUSTRY MEMBER

I dissent from the recommendations of the Panel in the following respects:

I. Union Security

The recommendation for maintenance of membership and checkoff is unwarranted. The Union and the Company have heretofore entered into several collective bargaining agreements without such provisions, and since the Union admitted that not only has harmonious relationships existed between the Union and the Company, but that the Company has urged and advised all employees to join the Union, there is no occasion for the Board to impose maintenance of membership and checkoff in this case.

II. Hours and Overtime

The Union's demand for time and one-half for all hours worked after eight in any one day, and for time and one-half for all hours worked on the sixth day of the work week should be denied. The Company pays time and one-half for all hours worked over forty in any work week, and it is the uniform experience of employers that to grant premium pay during any one day, or for the sixth consecutive day of the work week as such encourages absenteeism. Moreover, those employees who work regularly become dissatisfied and irritated when other employees who are habitually absent earn time and one-half by working extra hours on any one day, or by working on the sixth day of the work week.

The demand of the Union that the six holidays specified in Executive Order 9240 be counted as credit days should in my judgment be granted on the condition that to be counted as credit days the employees must work the day before and the day after the holidays. Such a condition will greatly militate against absenteeism.

The Union's demand that days not worked when employee reports with a reasonable expectation of work and is sent home because of lack of work, or other reason beyond his control, be counted as credit days, should be granted on the condition that the employee is willing to work at some other job if it is offered to him at his regular hourly rate of pay, plus any bonus earnings applicable to that job. This condition is in accordance with the established practices of this employer and will insure not only just treatment of the employe but the efficient operation of the plant.

VI. Temporary Transfers

I dissent from the recommendation that employees temporarily transferred for the Company's benefit should be paid their average hourly earnings. Such a provision can only lead to chaos and conflict as to whether work is available and whether a particular transfer is for the Company's benefit. The Company has a rather complicated wage structure which provides for an hourly rate of pay, a production bonus and a bonus for 400 hours of service and with respect to certain job classifications a piece rate earning. It has long been the practice of this Company to transfer employees from department to department, not only with the object of maintaining efficient production, but in order to provide employees with continuity of employment. It appeared upon the hearing, that in general the employees are satisfied with this arrangement. I think incalculable harm could be created by paying an employee piece rate earnings on a job which does not carry those earnings. In my opinion the interest of the employees and management can best be served by a provision that employees may as heretofore with their consent be transferred temporarily from job to job.

VII. Wages

There is absolutely no justification for an adjustment in the wages paid in this case. The employees of Cory receive, in addition to their hourly base rate a production bonus, a war bonus after 400 hours of service, and in the case of the stripers, an additional piece rate earning. The production bonus for the past two years has averaged 12½ cents per hour, or more. The Panel's report erroneously stated that this production bonus was paid only if the Company is making a profit. The contract provides that this bonus is an absolute obligation of the Company. The War Bond, however, is conditioned upon the Company making a profit, but the bond has been paid in every case where due, without interruption, since the arrangement was made several years ago. The bond averages .047 per straight time hour. As recited in the Panel's opinion the Hill & Shaw Co. is the only other company the rates of which are available in the industry affected. A comparison of the rates of Cory and Hill & Shaw Co. clearly demonstrates that no further wage adjustments can be properly authorized. Thus the range of compensation in the general assembly operations of Hill & Shaw is from 55 to 75. The average earnings of the Cory employees in general assembly is 78.2 or 3.2 cents higher than the Hill & Shaw maximum. The range of rates for Hill & Shaw by the stove assembly is 55 to 80 cents per hour. The average earnings of the Cory employees in the stove assembly is 78.8 cents. The range of rates for Hill-Shaw for receiving and shipping is from 50 to 88 cents. The average earnings in receiving and shipping is 79.9 cents. The evidence in the case is conclusive that the employees of Cory generally earn much more than the employees of Hill- &Shaw.

I dissent from the recommendation that an employee who leaves the employ shall be entitled to his pro rata share of a War Bond. This bond was agreed to by the Company and the Union as an award for 400 consecutive hours work with the object of minimizing absenteeism and labor turn-over. Thus the recommendation of the Panel will completely defeat the object for which the bond was given, and, in fact, would encourage labor turn-over.

Respectfully submitted,

/s/ J. H. Crones
Industry Member

DISSENTING OPINION OF LABOR MEMBER

The labor member of the panel dissents from the majority panel recommendations on the following issues:

II. Hours and Overtime.

The labor member dissents from the majority recommendation which denies the Union's request that absence due to death in the family or sickness be counted as credit days in computing the sixth day worked. The panel majority gives as reason for its denial the statement that inclusion of these two factors would appear to run counter to Executive Order 9240. This assertion has no foundation in fact. The section of Executive Order 9240 quoted by the panel in its discussion of this issue relates to credit days for the seventh day worked, not the sixth. The panel majority's denial of the Union's request runs counter to Board policy.

Regional War Labor Board VI, as well as the National Board, has on many occasions ruled that incorporation of absences due to death in the family or sickness as credit days toward computing the sixth day work conforms to Board policy. A recent case, involving the same Union, where the Sixth Regional War Labor Board ordered the incorporation into the contract of precisely these two types of absences as credits towards computing pay for the sixth day worked, is the case of Stewart-Warner Corporation, Case No. 111-6463-D, October 30, 1944, upheld by the National War Labor Board on February 15, 1945.

For the reasons enumerated above, the labor member of the panel requests the Board to reverse the majority recommendation on this issue and approve in its place the provision that days absent due to death in the family or sickness be counted as credit days toward computing pay for the sixth day worked.

The labor member further dissents from the denial of the Union's request for an increase in rest periods from two - five to two - ten minute rest periods per day. The panel majority has ignored the fact that the Union's request conforms to industry practice; the vast majority of the shops under contract to Local 1150 contain provisions of two - ten minute rest periods. The denial of the lengthening of the rest periods constitutes a danger to the health and well-being of the workers in this plant. For these reasons, the labor panel member recommends that the majority recommendation on this issue be reversed and that the Board order the extension of the rest periods to one - ten minute rest period during the first four hours of the shift and one - ten minute rest period during the second four hours of the shift each worker is on.

III. Vacations and Holidays

The labor member dissents from the panel majority's denial of the Union's request for a three day vacation for all employees with more than six months and less than nine months service. Since the Company's present plan provides for a week's vacation after nine months of service, the Union's request to have this present vacation plan pro-rated is no more than fair and reasonable. Vacations are granted in industry as a right to accruing employees as a result of their length of service with the Company. Six months is sufficient time for the building up of a vacation equity of three days. Therefore, the labor member recommends that the majority recommendation on this issue be reversed and that the Board order the Union's request.

The labor member of the panel further dissents from the panel majority denial of the Union's request for paid holidays not worked. Such paid holidays are rapidly becoming a general practice in industry. It is only reasonable and just that such a request be granted. A holiday without pay resembles a layoff with its attendant lack of earnings. In order to be enjoyed, holidays should not entail a loss in earnings.

V. Equal Pay

The panel majority denial of the Union's request for equalizing the wages paid to men and women workers has no basis in reason or justice. A sex differential in the wages paid to men and women doing equivalent work exists in this plant. Such an inequity should be immediately rectified; nevertheless the panel majority recommends its perpetuation. The Company admitted that the men and women work at jobs involving the same job content. However, a sex differential in wages exists. The Panel's majority recommendation runs directly counter to War Labor Board policy as embodied in General Order 16. The labor member recommends that the panel majority's recommendation be reversed and that the Board rectify this inequitable situation.

VII. Wages

The labor member of the panel dissents from the panel majority's recommendation of denial of a wage increase to rectify the interplant inequities that exist at this plant. The labor member concurs with the panel majority's opinion as stated in the panel report, that this Company's rates should be compared with the Board's stabilized metal working rates, since the jobs in this plant correspond to metalworking jobs. Contrary to the panel majority's contentions, a comparison of the rates paid by this Company with the stabilized metal working rates shows that the employees of this plant have a wage increase due on the basis of interplant inequities. The present wage structure of this plant is as follows:

	Male	Female
Starting rate	.55	.50
After 60 days	.57½	.52½
After one year	.60	.55
Merit rating up to	.75	.70

The present stabilized common labor rate in the metalworking industry is as follows:

Entrance rate	.65
After 30 days	.70
After 90 days	.75

At the very minimum the Company's starting rate for both men and women should be raised to the level of the common labor rate for the metalworking industry, with automatic progression from an entrance rate of 65¢, to a thirty day rate of 70¢, to a ninety day rate of 75¢. The rates of the higher rated jobs in the plant should be increased proportionately to maintain accustomed differentials.

The common labor rate for metal working referred to by the panel majority in the discussion of this issue in the panel report is inaccurate, representing the old common labor rate prior to its revision in January 1945. Similarly, the panel majority's reference to the Hill & Shaw case is irrelevant since that case was processed by the Board on the basis of the temporary stabilized metalworking rates, which were superseded by the rates established by the Sixth Regional Board in January 1945.

For the reasons emmurated above, the labor member of the panel recommends the reversal of the panel majority recommendation on this issue.

Respectfully submitted,

/s/ Alic Feinglass
Labor Member

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
REGION VI

CORY GLASS COFFEE BREWER COMPANY :
(Chicago, Illinois) :

NOV 8 1945

and :

Case No. 111-12059-D

UNITED ELECTRICAL, RADIO AND :
MACHINE WORKERS OF AMERICA :
LOCAL #1150, CIO

RECOMMENDATION

I. The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 3, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties and recommends that:

1. Standard maintenance of membership and check-off.

(a) All employees, who, fifteen days after the date of Recommendation, are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the collective agreement in which this provision is incorporated.

The Union shall, immediately after the aforesaid date, furnish the Regional War Labor Board and the Company with a notarized list of its members in good standing as of that date.

The Union, its officers and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

The Company for said employees, shall for the duration of the contract between the parties, deduct from their first pay of each month the Union dues for the preceding month and promptly remit same to the appropriate officer of the Union. The initiation fee of the Union shall be deducted by the Company and remitted to the appropriate officer of the Union in the same manner as dues collections.

(b) If a dispute arises as to whether an employee (1) was a member of the Union on the date specified above or (2) was intimidated or coerced during the fifteen-day "escape period" into joining the Union or continuing his membership therein, such dispute may be submitted for determination by an arbitrator to be appointed by the Regional War Labor Board. The decision of the arbitrator shall be final and binding upon the parties.

(c) If a dispute arises as to whether an employee (1) has failed to maintain his membership in the Union in good standing after the aforesaid date, or (2) was intimidated or coerced into joining the Union after the aforesaid date, such dispute may be submitted for determination by an arbitrator to be selected in the manner provided by the contract of the parties, or if no such provision exists, to be selected by special agreement. In the absence of such a contract provision or special agreement, the arbitrator will be selected by the Regional War Labor Board on due application. The decision of the arbitrator shall be final and binding upon the parties.

(d) Any party desiring to post or otherwise publish an explanation of the foregoing maintenance of membership provision shall post or otherwise publish the official explanatory statement approved by the National War Labor Board on November 26, 1943, a copy of which is attached to this Recommendation. This statement may be posted or otherwise published by either of the parties or by both jointly, but shall in any event be the only statement which may be posted or published unless the parties otherwise agree in writing. The procedure for administering the maintenance of membership clause shall be in conformity with the procedure approved by the National War Labor Board on November 26 1943, unless the parties otherwise agree in writing. A copy of the procedure is attached to this Recommendation.

2. Time and one-half shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one work-week, whichever is greater.

3. Time and one-half shall be paid for all work performed on the sixth day worked in any regularly scheduled work-week. In computing premium pay for hours of work on the sixth day, a day of absence shall be counted as a day worked if absences are due to the following reasons: (a) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; (b) when an employee reports for work with a reasonable expectation of finding work available and is sent home because of conditions beyond his control; (c) injuries sustained when in the Company's employ; (d) death or funeral in the immediate family; (e) compulsory appearance before a draft board; and (f) jury duty.

4. Double time shall be paid for all work performed on the seventh day worked in any regularly scheduled work-week. In computing premium pay for hours of work on the seventh day, a day of absence shall be counted as a day worked if absences are due to the following reasons: (a) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; (b) when an employee reports for work with a reasonable expectation of finding work available and is sent home because of conditions beyond his control.

5. The Company shall increase each of its two (2) rest periods from five (5) to 10 minutes.

6. The request of the Union for liberalised vacations shall be denied.

7. The request of the Union for pay for holidays not worked shall be denied.

8. The principle of equal pay for equal work as set forth in General Order No. 16, a copy of which is attached, shall be adopted by the parties. Disputes with respect to the application of the principle in individual cases shall be handled through the regularly established grievance procedure of the contract.

9(A) Employees temporarily transferred for the benefit of the Company shall be paid their average hourly earnings.

(B) Employees transferred temporarily, with their consent, due to lack of work shall be paid their regular hourly rate.

10. The Company shall institute a general increase of five (5¢) cents per hour to all employees in the bargaining unit. Each such employee shall receive a five (5¢) cents per hour increase and all hourly rates for the classifications involved shall be raised by five (5¢) cents per hour.

11. The request of the Union to pro-rate the war bond bonuses shall be denied.

II. It is further recommended that the foregoing terms and conditions of employment and those agreed upon by the parties shall govern the relations between the parties and be incorporated in a signed agreement reciting the intention of the parties to have their relations governed thereby.

III. The action of this Board with respect to the above wage adjustments, paragraph 10, is based solely on the Wage Stabilisation policies in effect prior to August 18, 1945. No action has been taken on any additional wage adjustments which may be warranted under the new Wage Stabilization policies of Executive Order 9599. This Recommendation does not preclude further negotiations, and it is recommended that the parties negotiate further on the question of any additional wage adjustments which may be warranted.

SIXTH REGIONAL WAR LABOR BOARD

By:

William G. Brown
Chairman

The following members of the Board participated in the foregoing action:

REPRESENTING THE PUBLIC

William G. Brown, Chairman
Samuel Edes, Vice Chairman

REPRESENTING INDUSTRY
(Dissenting in respect to maintenance of membership, check-off, premium pay for the sixth and seventh days, rest periods, and wages)

W. H. Harts
L. E. Roark

REPRESENTING LABOR
(Dissenting in respect to denial of liberalised vacations, of paid holidays, and of pro-rating of war bond bonuses.)

Samuel C. Evett
P. L. Siemiller

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
REGION VI

Job Evaluation
Equal pay: — See Sec 5 —
"There shall be no differential between male and female workers & each shall receive the rate of the job to which assigned."

In the Matter of:

FAIRBANKS, MORSE & CO.
(Beloit, Wisconsin)

and

UNITED STEELWORKERS OF AMERICA,
CIO

Case No. 14-149

October 30, 1945

Clerical workers, professional + production are covered in the same wage structure for labor grades.

INTERIM REPORT AND RECOMMENDATION OF THE PANEL

Introduction

The Panel hearing was held at Beloit, Wisconsin, on October 15, 1945. The Company had given prior notice in writing by its letter of October 9, 1945 to the Chicago Regional Office of the War Labor Board that it would not appear at the hearing, contending that all matters in dispute could be settled by collective bargaining, and furthermore, that the National War Labor Board is without jurisdiction. The Company did not appear at the hearing.

Parties

The Company

Fairbanks, Morse & Co. is a corporation with its principal office in Chicago, Illinois and its principal manufacturing plant at Beloit, Wisconsin. The Company manufactures diesel engines, electric motors, generators, pumps and pump equipment. There are approximately 5400 employees, of whom about 4800 are involved in this dispute.

The Union

The United Steelworkers of America, C.I.O. is the recognized bargaining agent for the employees involved in this dispute.

Background of the Dispute

This is an interim report only on the issue of "termination of contract", which was submitted to the Panel under the following circumstances: During the Panel hearing, which was convened to hear matters in dispute other than the issue of termination of contract, the Panel chairman was given telephonic advice by the Chicago Regional Office of the War Labor Board that the National War Labor Board in Case No. 111-17796-D before whom this issue was pending, had referred back this issue with instructions that same be heard by the Panel. The Panel heard this issue in the absence of the Company, which absence is explained in the introduction.

The Panel decided to make this interim report on the following issue on the assumption that there is some urgency to do so, and because it was referred by the National War Labor Board. Other matters in dispute will be covered by a later report.

Issues

The issue in dispute is:

I. Termination of Contract

A. Union Contentions

The Union contends that the contract between the parties dated January 10, 1944, is still in full force and effect because it is a contract for the duration of the present war, and the war has not been terminated.

B. Company Contentions

1. The Company contends that a stoppage of work which commenced on September 11, 1945 and which continued for some days thereafter constituted a violation of Article V of the contract.

2. On September 19, 1945, the Company gave written notice that in accordance with the provisions of Article XIV, Section 2 of the contract, the same would be terminated thirty (30) days from date of said notice.

C. Discussion

The contract between the parties is dated January 10, 1944. Article XIV reads as follows:

"Sec. 1. This agreement shall become effective as of the date hereof and shall continue in full and conclusive effect for the duration of the present war, subject to the following:
(a) Either party may at any time, and from time to time, upon twenty (20) days' written notice to the other, reopen Article IV (Vacations) and Article XI (Wages) of this agreement, for the purpose of negotiating changes therein. Notice shall be given in the manner set forth in Section 2, subsection (b) of this article.

Sec. 2. Following the termination of the war by armistice or otherwise, this agreement shall continue in full force and effect until all or any part of it is changed or terminated as follows:
(a) Either party may at any time request changes in or termination of all or any part of the agreement by giving to the other party thirty (30) days' written notice specifying the part or parts to be changed or terminated, and upon the expiration of said thirty-day period the part or parts specified in said notice shall terminate unless it is mutually agreed between the parties to extend the termination beyond the thirty-day period. Within said thirty-day period, the parties shall meet for the purpose of discussing the part or parts specified in said notice.
(b) Notice hereunder shall be given by registered mail, be complete by and at the time of mailing, and if by the Company shall be addressed to the Union at 109½ West Grand Avenue, Beloit, Wisconsin, and if by the Union shall be addressed to the Company at Beloit, Wisconsin. Either party may, by like written notice, change the address to which registered mail notice to it shall be given."

It is quite obvious that this is a "duration" contract. The war has not been terminated by "armistice or otherwise". Our enemies have merely surrendered. No armistice has been consummated. No congressional or presidential act or declaration has been issued declaring the war at an end. Men are still being drafted and troops are still being moved into enemy lands.

It should be noted that in contract negotiations for the 1942 contract, a meeting was held on November 12 and 13, 1942 at which the "termination clause" was discussed, and which clause was later incorporated in the 1944 contract. Minutes of said meetings show that the Company representative stated as follows:

"MR. SHEPARD: No, I have not, but the wording would not be complicated. It would just say that this contract shall continue in effect during the period of the present war and the sections so-and-so dealing with wages, and so-and-so dealing with vacations, and other provisions relating to the income of employees may be reopened upon

> 20 days' notice for renegotiation at any time during that period; then another phrase as saying on the termination of the present war by Presidential proclamation the contract shall be subject to the following termination provision, -- and then you would quote that. The reason why that is helpful to everybody is that at the end of the war neither yourselves or ourselves may want to change a comma in the contract. That would mean that the contract would continue on, but after that you would have a chance to come in, on the regular 10 and 20 days' notice, and ask for any changes you wanted."

It seems clear that the parties were contracting concerning the happening of events which would be beyond their control. Something by way of official declaration was contemplated by the parties to inform them when the war would be terminated. The parties probably considered that unilateral action taken by either of them declaring that the war had been terminated might be refuted by the other. They, therefore, left the fact of termination to be determined by "armistice or otherwise". The "otherwise" can only have meaning when taken in relation to the event being considered. War, its declaration and its termination, are of such grave national importance that it may well be assumed that when parties enter into contracts in contemplation of such events, they do so knowing that it will be for others to make some official pronouncement declaring the state of events. Unilateral action by the individual parties would lead only to chaos and confusion.

67 Corpus Juris, page 429 states:

> "War, in the legal sense, continues until, and terminates at the time of, some formal proclamation of peace by an authority, competent to proclaim it. It is the province of the political department, and not of the judicial department, of government to determine when war is at an end, and a legislative act designating a particular day as that upon which a war closed should be accepted by the courts. In the United States, the power to re-establish peace, like that to declare war, rests exclusively with congress, and the president has no such authority except as has been given him by congress.

In connection with the Company's claim that the stoppage of work constituted a violation of Article V of the contract, it is sufficient to state that the stoppage was not authorized by the Union. Furthermore, Article V which deals with "Adjustment of Grievances" sets forth a comprehensive grievance procedure which was not availed of by the Company to settle the grievances, if any existed.

D. Recommendation

The Panel is of the opinion that the Company position declaring the contract terminated is without justification or excuse, and is not warranted by the facts. The Panel recommends that the contract of January 10, 1944 be considered in full force and effect until terminated as provided by its terms as set forth in Article XIV thereof.

Respectfully submitted,

/s/ Joseph Lieberman
Public Member

/s/ Glenn G. Gridley
Industry Member
(Dissenting opinion attached)

/s/ Hy Cohen
Labor Member

DISSENTING OPINION OF INDUSTRY MEMBER

Discussion

Section 1 of Article XIV, Termination, of the January 10, 1944, contract reads:

> "This agreement shall become effective as of the date hereof and shall continue in full and conclusive effect for the duration of the present war, subject to the following: * * *"

Section 2 of the same article reads:

> "Following the termination of the war by armistice or otherwise, this agreement shall continue in full force and effect until all or any part of it is changed or terminated as follows: * * *"

War in the legal sense, continues until and terminates at the time of some formal proclamation by an authority competent to proclaim it. World War II has not, as yet, been terminated in the legal sense. There has been a complete cessation of hostilities and a complete capitulation by the enemy, but our army is still on foreign soil, effecting military occupation of enemy territory; there has been no proclamation by the President of the war's end, nor any action by Congress to declare the war terminated.

The leading case on this point is Hamilton v. Kentucky Distilleries Co., 251 U.S. 146, in which the validity of the Wartime Prohibition Act of 1918 was attacked. The Act provided that it be effective after June 30, 1919, "until the conclusion of the present war and thereafter until the termination of demobilization, the date of which shall be determined and proclaimed by the President of the United States." The armistice with Germany was signed November 11, 1918, and Congress passed the Act on November 21, 1918. The Supreme Court, in upholding the Act stated (p. 165):

> "In the absence of specific provision to the contrary, the period of war has been held to extend to the ratification of the treaty of peace or the proclamation of peace."

At Page 167

> "'Conclusion of the war' clearly did not mean cessation of hostilities; * * * ."

In The Protector, 12 Wallace 700, the question to be decided was what space of time must be considered as excepted from the operation of the statute of limitations by the war of the rebellion. The Chief Justice rendered the opinion of the court to the effect that as regards the civil war, the two proclamations of the President embracing different states determined the close of the war in the states mentioned in them.

In Hijo v. United States, 194 U.S. 315, which was an action to recover the value of the use of a vessel seized in time of war, the court said (p. 323):

> "* * * The claim is in form for use of the vessel after actual hostilities were suspended by the protocol of August 12, 1898. A state of war did not in law cease until the ratification in April, 1899, of the treaty of peace."

It is true that in United States v. Hicks, 256, Fed. 707, the District Court held that the motion for a new trial by one indicted under the act of congress authorizing the Secretary of War "during the present war" to suppress prostitution within or near military areas, where the offense charged was committed twenty-five days after the President's communication to Congress had been officially made that the war "is at an end", be sustained. If, at the next term a new trial be had, an instructed verdict of not guilty could be asked and the same might be given, if nothing then appeared to demonstrate the inaccuracy of the President's statement. However, a contra-decision was rendered on an indictment under the same Act in United States v. Meyers, 265 Fed. 329, wherein the Hicks case was cited as authority by the defendant. The court's opinion held that the meaning of the words "present war" was now settled by the United States Supreme Court in Hamilton v. Kentucky (supra) and a demurrer by the defendant contending that the indictment charged no offense was overruled.

The joint resolution of Congress adopted July 2, 1921, approved by the President declared World War I at an end, and on November 11, 1921, the President issued his proclamation in which he declared the war terminated on July 2, 1921. In In Re Miller, 281 Fed. 764, the Circuit Court of Appeals, 2nd Circuit, held that (p. 775):

> "So long as the United States was officially at war, the court cannot say it was in reality at peace."

Ordinarily, parties have the same right to agree that on the subsequent happening of certain conditions, their contractual relationship shall cease as they have to agree on the terms and conditions which shall bind them (17 C.J.S. Sec. 385, p. 878) and the conditions imposed by the parties in their contract as precedent to the exercise of the right to terminate, including the method by which termination is to be effected, must be complied with, and the ground for termination must have accrued. (17 C.J.S. Sec. 400.) In 17 C.J.S. at page 877 it is stated that:

> "Where an agreement expressly stipulates that it is to continue for a particular time or until the happening of a particular event, in the absence of a subsequent rescision or agreement for termination, it remains in force and terminates in accordance with its terms, and not sooner. Provisions limiting the duration of contracts are to be so construed as to effectuate the mutual intention of the parties as evidenced by the language employed, interpreted in the light of the usual customs as to the particular kind of contract."

Here the parties agreed that following the "termination of the war by armistice or otherwise", either should have the right to change or terminate the contract. Though it has been said that an armistice effects nothing but a suspension of hostilities (Commercial Cable Co. v. Burleson, 255 Fed. 99) yet in international law there are three generally recognized ways in which a war may be terminated; (1) by a mere cessation of hostilities on both sides, without any definite understanding supervening; (2) by the conquest and subjugation of one of the contending parties by the other, so that the former is reduced to impotence and submission; (3) by a mutual arrangement embodied in a treaty of peace, whether the honors of war be equal or unequal. (Termination of war and treaties of peace by Coleman Phillipson, p. 3.) This was recognized in the Commercial Cable Company case (supra) where the court said (p. 105):

> "It is true that a war may end by the cessation of hostilities, or by subjugation; but that is not the normal course, * * *."

In 19 Michigan Law Review 819, it is said "Although actual hostilities have ceased, the status of war may continue until terminated in some regular way recognized by international law as sufficient for that purpose."

Thus, the parties by their contract provided that either might cancel the contract upon the termination of the war by any one of the recognized ways, and it was within their rights to so provide in their contract. Inasmuch as the contract is between private parties, not affecting the public interests or the state's, they are not bound by the legal means of terminating the war. The parties could have provided that termination could take place upon the happening of any of them, and where they choose "upon termination of the war by armistice or otherwise" the language being clear and unequivocal, the parties are bound thereby.

That the parties intended that both the terms "duration of the war" as used in Section 1 and "termination of the war by armistice or otherwise" as used in Section 2, cessation of hostilities is borne out various statements made by management representatives and union representatives at conferences on contract negotiations.

In the report of the proceedings of October 29, 1942, in a discussion of the overtime provision, Volume 1, pages 40-42:

> "MR. SHEPARD (for the Company): Then Section 4 provides for holiday time and a half and that again follows the President's order.
>
> "MR. PARKER (for the Union): That is right, and also I think it conforms to this contract.
>
> "MR. SHEPARD: Then your Section 5 provides:
>
> 'On termination of the present war effort, and in the absence of any governmental directives to the contrary, time and one-half shall be paid for all work performed on Saturdays and double time for all work performed on Sundays.'
>
> Just as a matter of clarification, what do you have in mind as constituting 'termination of the present war effort'?
>
> "MR. PARKER: Well, we will say when the war is over. We hope it is over soon.
>
> "MR. SHEPARD: You mean when there is a treaty of peace or when the --
>
> "MR. PARKER: Well, we could be more explicit, if you want us to.
>
> "MR. SHEPARD: I don't know as it is a very wise thing to include a clause looking so far in the future, but I just want to get what you meant.
>
> "MR. PARKER: Well here, if we all read or understand the present action of our government, most of these emergency regulations that have been put into effect are strictly for the duration; as I right?
>
> "MR. SHEPARD: Well, I suppose that is true, because they are all made under the war power.
>
> "MR. PARKER: That is right. Well this would take its place as soon as that duration was completed, because it says there very clearly 'On termination of the present war effort, and in the absence of any governmental directives.' In other words,

> if the governmental directive continued beyond the peace treaty we would say then naturally it would fall underneath this section until such time as the government annuled their directive in that particular instance."

Under the language quoted above the event referred to, if carried through into the contract, would already have occurred since the revocation of Executive Order 9240 on August 21, 1945. The following was reported at conferences between the management representatives and the union representatives on November 12 and 13, 1942, Volume 3, pages 480-483:

> "MR. SHEPARD: So far as the termination clause is concerned, Mr. Parker, we would suggest this, that we have the contract read that it will continue in effect until the termination of the war, as you suggested, with a proviso that during that period the wage clause could be re-opened upon appropriate notice.
>
> "MR. PARKER: Yes.
>
> "MR. SHEPARD: And then also provides that, at the termination of the war --
>
> "MR. HOWARD: Any matters pertaining to wages, which would include vacations.
>
> "MR. SHEPARD: Yes, any matters, as Mr. Howard says, pertaining to the money cost.
>
> "MR. PARKER: Anything that affects a man's income.
>
> "MR. SHEPARD: That is right, -- could be reopened during the period of the war, but that the other provisions would continue in effect for the period of the war, with a further proviso that, on the termination of the war, the contract would be subject to the following termination clause, -- and then set out the previous 10-20 day clause that we had before.
>
> "MR. PARKER: You don't happen to have the wording of that, do you, Mr. Shepard?
>
> "MR. SHEPARD: Of the clause?
>
> "MR. PARKER: Yes.
>
> "MR. SHEPARD: No, I have not, but the wording would not be complicated. It would just say that this contract shall continue in effect during the period of the present war and the sections so-and-so dealing with wages, and so-and-so dealing with vacations, and other provisions relating to the income of employees may be re-opened upon 20 days' notice for renegotiation at any time during that period; then another phrase saying on the termination of the present war by Presidential proclamation the contract shall be subject to the following termination provision, -- and then you would quote that. The reason why that is helpful to everybody is that at the end of the war neither yourselves nor ourselves may want to change a comma in the contract. That would mean that the contract would continue on, but after that you would have a chance to come in, on the regular 10 and 20 days' notice, and ask for any changes you wanted.
>
> "MR. PARKER: Well, at the present moment, unless we have to open it up again, I think it is all right. We have talked it over here."

But the language of this proposed provision was not accepted by the parties and descriptive words "by armistice or otherwise", were added to the clause "on the termination of the war" at later conferences which were not reported.

The contract between the Freeport Plant of the Company and International Association of Machinists, District No. 101, Lodge 1096, contains the identical termination clause. In the Report of Proceedings of conferences between the management representatives and the union representatives on February 4, 1943, on the termination clause the following excerpts (Vol. 4) are indicative of what the parties intended by "termination of the war" at page 487:

> "MR. PRICE (for the Company): Well, we think that the contract, except for the money provisions of vacations and wages should continue for the duration of the war, and I will say we will interpret that as until hostilities cease between the United States and major powers by armistice or otherwise, -- that at that time either party could have an opportunity to open this contract."
>
> and at page 490:
>
> "MR. GUISE (for the Union): We are not objectionable to discussing any changes that may come up at the termination of hostilities, but we are certainly objectionable to the way this termination clause is written, and we think that the termination clause that we have submitted to you, you will find in most all agreements. It is workable, it has worked, and is working satisfactorily."

Immediately after Pearl Harbor representatives of Industry and Labor met at the request of the President and agreed that "for the duration of the war there shall be no strikes or lock-outs" upon condition that a National War Labor Board be established for the peaceful adjustment of unsettled disputes. Pursuant to that agreement the President issued Executive Order 9017 thereby creating the War Labor Board. Although the no-strike pledge was not always adhered to, it was generally agreed to and provided a practical working basis.

The no-strike agreement is now considered as having ended, thus evidencing the fact that by the clause "for the duration of the war" the parties intended that the cessation of hostilities on V-J Day terminated the war. On August 16, 1945, the President, referring to the no-strike agreement, said (Daily Lab. Rep. 163, August 16, 1945, p. D-1):

> "The Board is an emergency agency. Its effectiveness has been rooted in the wartime agreement which led to its establishment. As a result of that agreement, industry and labor, with but very few exceptions, have voluntarily accepted the Board's decisions in the disputes which have been certified to it as affecting the war effort. A new industry labor agreement to minimize interruption of production by labor disputes during the reconversion period ahead of us is imperatively needed.
>
> "2. Pending the completion of the conference and until some new plan is worked out and made effective, disputes which cannot be settled by collective bargaining and conciliation, including disputes which threaten a substantial interference with the transition to a peace-time economy, should be handled by the War Labor Board under existing procedures. For that interim period I call upon the representatives of organized labor and industry to renew their no-strike and no-lockout pledges, and I shall expect both industry and labor in that period to continue to comply voluntarily, as they have in the past, with the directive orders of the War Labor Board."

That the President further recognized the end of the no-strike agreement is shown in his message to Congress on September 6, 1945, wherein he said (Cong. Rec., 79th Cong., 1st Sess., Vol. 91, p. 8510):

> "Our national welfare requires that during the reconversion period production of civilian goods and services - as full production as possible - go forward without interruption, and that labor and industry cooperate to keep strikes and lock-outs at a minimum.
>
> "Those who have the responsibility of labor relations must recognize that responsibility. This is not the time for shortsighted management to seize upon the chance to reduce wages and try to injure labor unions. Equally, it is not the time for labor leaders to shirk their responsibility and permit widespread industrial strife.
>
> "With this objective in view, I shall shortly convene a conference of representatives of organized labor and industry for the purpose of working out by agreement means to minimize labor disputes.
>
> "In the interim period, pending the convening of the conference, I have called upon the representatives of organized labor and industry to continue their adherence to the no-strike, no lock-out policy."

The War Labor Board also recognizes that the no-strike agreement has been terminated. Dr. Taylor, Chairman of the Board, in his press interview of August 17, 1945, stated (Daily Lab. Rep. 165, August 18, 1945, p. E-10):

> "DR. TAYLOR: The Board feels this way. I think that is a question I would like to answer at some little length. The Board feels it exists and functions by virtue of the voluntary no-strike, no lockout agreement. That is really the basis of the Board's operation.
>
> "We think that with V-J and the basis of the Board's operation being subject to change, the Board does not think it should continue in existence as it has in the past without that same voluntary no-strike, no-lockout pledge. Everybody is hopeful in the management-labor conference there will be some new basis for continued relations, minimizing labor disputes worked out by agreement of the parties. It is the no-strike-no-lockout pledge that was the real basis of the Board's work, and it was the real basis of compliance with the Board's orders.
>
> "Q. You don't consider that in effect any more, do you?
>
> "DR. TAYLOR: I think the no-strike-no-lockout pledge for all practical purposes is not in effect after V-J Day. When you say now, I don't know whether these fellows would say it went up to actual V-J Day, but for all practical purposes, the former no-strike-no-lockout pledge is not in existence. That is my understanding of it, and I think that is important in answer to your question about compliance questions, too, because undoubtedly non-compliance would result in the possible use of strike or lockout."

On August 21, 1945, by Executive Order 9601, the President revoked Executive Order 9240 which regulated overtime pay on war production "for the duration of the war." This again leads to the fair inference that the President considers that for some purposes that the war terminated with the surrender of Japan.

It is worth noting that the Chief of the Children's Bureau of the Department of Labor in a release on October 4, 1945, announced the revocation of wartime amendments to the Child Labor Regulation issued under the Fair Labor Standards Act of 1938 covering establishments producing goods for shipment in interstate commerce. The emergency exception clause under each of the various orders provided exceptions "during the continuance of the present war and for six months after the termination thereof, unless terminated prior thereto." These exceptions were provided to relieve the acute manpower shortage that existed during the war and from the revocation of these exceptions it would seem that the Department of Labor also considered that the war necessity is at an end since V-J Day.

D. Recommendation

It is clear that the parties were in complete understanding and accord as to the scope and intent of the termination clause as mutually agreed to by the parties, when their respective signatures were affixed to the Contract dated January 10, 1944.

Had it been the intent of the parties to accept termination of the contract or of any part thereof by either party, only in the event of the absolute "technical", "official" or "legal" end of the war, great care would have been exercised to so stipulate, in clear and unmistakable terms.

Instead of this, the parties did stipulate in the agreement to accept termination, by either party - Quote: Following the termination of the war by armistice or otherwise - End Quote.

An armistice cannot possibly be construed as an official or legal ending of a war. Webster's Unabridged Dictionary defines 'Armistice' as follows:

> "A brief cessation of arms, by convention; a temporary suspension of hostilities, by agreement; a truce. It may be particular, applying only to a section of the theater of war, or general. (See World War, under WAR, Table.)
>
> An armistice suspends military operations by mutual agreement between the belligerent parties. If its duration is not fixed, the belligerent parties can resume operations at any time, provided always the enemy is warned within the time agreed upon, in accordance with the terms of the armistice. (Hague Peace Convention (Art. 36).

In my opinion the terminology appearing in the contract and agreed to by the parties, "by armistice or otherwise", implies beyond the shadow of a reasonable doubt, that said parties not only contemplated, but stipulated a time suitable for acceptance of contract termination prior to and in advance of any "official" ending of the war.

The introduction of the phrase "or otherwise" into the clause "by armistice or otherwise", supports and strengthens the Company's position in the matter and goes even further afield to include almost any other temporary cessation of hostilities that might have occurred.

In conclusion, since the parties entered into a mutual agreement to entertain or accept termination of the contract dated January 10, 1944 at a specified time prior to the official or legal end of the war ("Termination of the war by armistice or otherwise"), and since the formal surrender of Japan to General Douglas MacArthur on September 2, 1945 constitutes an even more authentic indication of the cessation of hostilities and the ultimate end of war than an "armistice" could have provided, it appears that the Company has acted entirely within its rights in exercising its option to cancel the contract with the Union by following the procedures contained within the contract itself for so doing.

Respectfully submitted,

/s/ Glenn C. Gridley
Industry Member

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
REGION VI

In the Matter of:	:	
	:	
FAIRBANKS, MORSE & CO. (Beloit, Wisconsin)	:	Case No. 14-149
and	:	November 13, 1945
UNITED STEELWORKERS OF AMERICA, C.I.O.	:	

REPORT AND RECOMMENDATIONS OF THE PANEL

Introduction

The Panel hearing was held at Beloit, Wisconsin, on October 15, 1945. The Company had given prior notice in writing by its letter of October 9, 1945 to the Chicago Regional Office of the War Labor Board that it would not appear at the hearing, contending that all matters in dispute could be settled by collective bargaining, and furthermore, that the National War Labor Board is without jurisdiction. The Company did not appear at the hearing.

Parties

The Company

Fairbanks, Morse & Co. is a corporation with its principal office in Chicago, Illinois and its principal manufacturing plant at Beloit, Wisconsin. The Company manufactures diesel engines, electric motors, generators, pumps and pump equipment. There are approximately 5400 employees, of whom about 4800 are involved in this dispute.

The Union

The United Steelworkers of America, C.I.O. is the recognized bargaining agent for the employees involved in this dispute.

Background of the Dispute

The Union was certified as the bargaining agent in 1937. The first contract between the parties was entered into in January, 1941. This contract continued in force until January 10, 1944 when a new contract was consummated. This later contract allowed either party, on twenty days' written notice to the other, to reopen Article IV (Vacations) and Article XI (Wages) for the purpose of negotiating changes therein. The Union gave such notice on March 4, 1944. The parties were unable to resolve their differences despite the aid of the United States Conciliation Service.

There is now pending before the National War Labor Board the following demands of the United Steelworkers of America:

1. 17¢ per hour increase
2. Guaranteed Annual Wage
3. Sick leave plan
4. Severance pay
5. Group insurance

This Panel makes no recommendations concerning those matters.

Issues

The issues in dispute are:

I. Wages
II. Vacations

Statement of the Panel

The Panel is not adhering to the conventional form in making its report and recommendations in that it does not set forth the respective contentions of the parties. The Company did not appear at the hearing, which absence is explained in the introduction to this report. Whatever its contentions may be, they are unknown to the Panel. Also, the Industry Member, though he attended and participated at the Panel hearing of the case, he was unable, because of press of other business, to attend the Panel discussions.

No useful purpose would be served in detailing the vigorous attack made by the Union upon the Company's wage policies, job evaluation, job classifications and vacation policies. The Union made an impressive showing at the Panel hearing and the documentary evidence which it submitted, subsequent to the hearing, was equally impressive. The Panel is reasonably satisfied that the following recommendations are justified and amply supported by the record in this case.

Recommendations

The Panel recommends that the contract of January 10, 1944 be opened to incorporate therein the following:

I. Wages

Section 1. In compliance with the directive order of the National War Labor Board in Case No. 4327-D, dated September 8th, 1943, the Company shall continue to pay the two cents per hour to the employees covered by this directive order. However, "in the event there shall be any change in the national wage policy which permits adjustments in existing wages rates, scales, or relationships, the matter of wages may thereupon be reopened by either party. In the event the parties fail to agree, they shall have all the rights and privileges that would have been available to them had this section not been agreed upon in the presentation of such issue to the National War Labor Board. Such presentation shall be on the basis of the provision contained in the directive order issued by the Board in the matter of Carnegie-Illinois Steel Corporation, et al, and the United Steelworkers of America, Case No. 111-6230-D (14-1, et al.) in which it is provided that this denial is without prejudice to resumption by the Board of its consideration of the demand for a general wage increase and of the procedure that might then be appropriate if there is any change in the national wage stabilization policy. This provision is made in order that the Board may not be foreclosed in such an event from using the evidence which has been presented to it in this case."

Section 2. The schedule of job classifications and wage rates for hourly paid day workers shall remain in effect until a new job classification which properly eliminates the inequalities that exist between jobs therein and other intra plant inequities shall be established by agreement affecting both the piece workers and day workers alike and is approved by the Board. The wage schedule of this plant is attached hereto and marked "Wage Schedule", wherein there are set forth fourteen labor grade groups with the indicated rate range for each labor grade group and there are further set forth the job classifications and the proper labor group in which each job classification falls. It is agreed that the labor grade groups and the job classifications, together with the job descriptions, shall be incorporated into a joint Form 10 application to the National War Labor Board wherein the Union and the Company request the National War Labor Board to approve same and the parties further agree that in such application the parties will request the National War Labor Board to make the adjustments retroactive to March 24, 1944.

The parties have agreed that within the rate range of each of the fourteen labor grade groups there shall be three steps for progression within the range, and such steps are set forth in the attached exhibit marked "Wage Schedule". The parties have heretofore agreed upon the respective level or step within the wage rate range at which each employee shall now be rated, and upon the approval of the wage rate schedule each employee shall be paid at the rate so agreed upon by the parties retroactive to March 24, 1944.

Section 3. New and inexperienced employees shall be hired at a starting rate of not less than 5 cents per hour less than the minimum of the bracket for the job to which they are assigned, and in the case of jobs falling in the fourteenth labor grade at not less than 75 cents per hour. For all employees hired at 5 cents less than the minimum of the bracket shall at the end of 30 days be granted an automatic increase of 5 cents per hour. Nothing in this section shall prevent the Company from hiring experienced employees at the rate for the job classification to which they are assigned. It is agreed and understood that employees hired for incentive jobs will participate in incentive earnings during this thirty day period.

Section 4. The Company shall pay a night shift bonus of five cents per hour for all employees where the preponderence of hours worked is after 1:00 P.M. with no change in the present practices regarding the night shift lunch period.

Section 5. There shall be no differential between female or male workers, each shall receive the rate of the job to which assigned.

Section 6. Each employee shall be guaranteed and shall receive for each day worked an amount not less than his occupational hourly rate multiplied by the number of hours worked in that day, or if on incentive, shall receive the amount so earned by the application of the incentive if it be greater than the application of the occupational hourly rate for that day.

Section 7. The Union shall be informed of any proposed time study. However, before a time study is taken a complete job description shall be written up by the Company and a copy furnished to the Union. The Union shall be given an opportunity to make additions or corrections to the job descriptions. All operations performed on the job shall be included in the study, or adequate allowance be made for them.

The Union is not a party to the time studies, but it shall have the right to bargain collectively concerning all matters pertaining to the time studies, including the basic formulas used, the choice of the operator to be timed, the defining of average conditions, and the determining of the leveling factors and other time allowances.

The Union steward shall have the right to watch all time studies, and the operator shall have the right to know (how he was leveled) (the effort rating used) before the time study man leaves his machine or other place of work. The Union shall receive a carbon copy of all time studies.

All unavoidable delays shall be compensated for at the operators average earned rate on incentive work.

After a job has been timed no production shall be begun until the Company has set a price on the job, or has submitted the time study to the Union. The chief components are, of course, the time, the leveling factor or effort rating and the job rate.

During the time or retiming of a job or once a job has been partially studied and or until the Company has set a price on the job, the operator shall receive his previous weeks average earned incentive hourly rate.

It is agreed, at the request of the Union any job shall be retimed, and all timing or retiming of any job any average operator shall be able to earn 30% above their occupational rate. If average earnings of the employees on a job do not equal the agreed earned rate, the job shall be retimed at the request of the Union.

No job shall be retimed, except as heretofore provided, unless there has been a change in method, material or design, and irrespective of such changes, no job shall be retimed unless 25% of the same has been changed and only that part, or element, of a job which has been changed shall be retimed.

After the job has been retimed the operator shall receive a guaranteed wage equal to his average hourly wage earned on incentive work for the same effort previous to the retiming.

Recorded time values for incentive workers will not be cut for the duration of this agreement except under the following conditions: (1) When a clerical error has been made in the determination of the time value; (2) When a change has been made which affects the time value of any portion of the job, and in that case, there may be a change in time value only in that portion of the job as referred to above. The new time value set shall be on the basis that the operator, with previous normal effort, shall be able to earn his previous earned rate.

Section 8. Employees transferred from one job to another shall be guaranteed their average earnings will be no lower than on the previous job for the same effort.

On all short run jobs on which time values have not been established the employees' average hourly earnings on incentive work during the previous week period shall be guaranteed.

Section 9. When a new job classification is established, a rate corresponding to those approved for other job classifications of corresponding requirements of skill and ability shall be established by agreement with the Union, subject to the approval of the War Labor Board when necessary, and thereafter be included as a part of the schedule.

There shall be established immediately a joint committee of six men, three to be selected by the Company and three selected by the Union, whose duties it shall be primarily to review and determine an employee's classification and or rate.

Any decision of this Board may be made the subject of a grievance by the employees so affected. This does not prevent the Company from changing the classification and or rate of any employee within the labor schedule providing that such change of classification and or rate is immediately reported to the local union office.

Section 10. "In the event there shall be any change in the national policy which permits the securing of a guaranteed annual wage or guaranteed security of employment, this issue may thereupon be reopened by either party, and in the event of disagreement either party may present the issue to the National War Labor Board."

Section 11. Any alleged wage inequality may be made the subject of a grievance, and in the event the parties cannot agree on its disposition, it may then be taken to arbitration. The object shall be equal pay for similar work.

Section 12. Day workers shall receive extra production pay in the same proportion as incentive workers.

Section 13. Within 30 days of the signing of this agreement, a joing apprenticeship committee shall be set up locally consisting of three members selected by the Company and three members selected by the Union, to work out an apprenticeship program in line with the standards of the Federal Bureau of Apprenticeship.

Section 14. Any person hired as a temporary employee shall be hired for a period not to exceed more than ninety consecutive days and at a rate not less than the minimum rate. If a temporary employee is to remain with the Company beyond the ninety day period he or she shall be classified at the proper occupational rate, based on Section 3 of the article carrying with it the retroactive pay applicable because of change of rate.

II. Vacations

Section 1. Employees on the payroll for one year shall receive one weeks vacation with pay and thereafter one days vacation with pay shall be added for each additional year until the employee has been continuously employed for five years, at which time the employee shall receive two weeks vacation with pay.

Section 2. For the purpose of this contract the following shall be applicable:

(a) One days vacation shall mean the employees hours of work schedule but not less than eight hours, whichever is the greater.

(b) One weeks vacation shall mean the employees hours of work schedule but not less than forty hours, whichever is the greater

(c) Two weeks vacation shall mean double the employees hours of work schedule per week but not less than eighty hours, whichever is the greater.

Section 3. The pay for employees entitled to vacation shall be arrived at by dividing the total amount of earnings by the number of hours worked over the past two pay periods worked. This shall be the hourly rate applicable to the vacation period.

Section 4. The term (on the payroll) shall mean a period of continuous service immediately preceding July 1st of the vacation year uninterrupted by an absence for any cause (except compensible industrial injury, injuries sustained away from work, bona fide illness or when an employee has been laid off due to lack of work and reports back on his job within thirty days from the time he may be called for same) of over thirty consecutive calendar days for employees of one years period of service and one hundred and eighty days for employees of over one year service.

Section 5. If an employee is temporarily laid off during the vacation season for a period equal to or longer than his vacation, the equivalent portion of such temporary lay-off period may be designated by the employee as his vacation. A vacation taken as part of or during a temporary lay-off will be considered as time added to length of service.

Section 6. The employees shall be permitted to select a time so far as possible within seniority, provided the time selected does not interfere with the work in the plant. A vacation, once determined, may not be exchanged or postponed from one year to another and made accumulative.

Section 7. The Company may request of the employee as production requires, of either giving the employee time off for a vacation or keeping him on the job but granting the vacation pay herein provided for. In the event the Company shall determine to pay an employee his vacation pay and retain him on the job, the Company shall pay him his vacation pay at the time the employee has agreed to accept the Company's request.

Section 8. No employee on the payroll as of July 1, 1943, shall suffer a reduction in his or her vacation because of the inauguration of this vacation plan. Employees hired subsequent to July 1, 1943 shall receive vacations only in accordance with this plan.

Respectfully submitted,

/s/ Joseph Lieberman
Representing the Public

/s/ Glenn C. Gridley
Representing Industry
(Dissent attached)

/s/ Hy Cohen
Representing Labor

DISSENTING OPINION OF INDUSTRY MEMBER

Since the Company did not appear at the hearing held on October 15, 1945, to present evidence in support of their position regarding the matters in dispute, either oral or written; and since the Company did not submit a Brief or answer to the Union's Brief regarding the matters in dispute; and since I have had no other information with respect to the Company's position as regards these matters, I am not in position to reach any definite conclusions regarding said matters, inasmuch as to date I have heard only one side of the argument as to the facts in the case.

Consequently, not being in possession of sufficient information or evidence to warrant attempting to formulate cogent recommendations on the majority of the points in issue, I can only refrain from attempting to do so.

Respectfully submitted,

/s/ Glenn C. Gridley
Representing Industry

UNIONS PROPOSAL OF LABOR GRADES AND RANGE OF RATES FOR SAME

LABOR GRADE	MIN.	MID. PT.	MAX.
1.	205	210	215
2.	195	200	205
3.	185	190	195
4.	175	180	185
5.	165	170	175
6.	155	160	165
7.	145	150	155
8.	135	140	145
9.	125	130	135
10.	115	120	125
11.	105	110	115
12.	95	100	105
13.	85	90	95
14.	75	80	85

LABOR GRADE 1.

Senior Engineer	A

LABOR GRADE 2.

Senior Engineer	B

LABOR GRADE 3.

Designer	A
Senior Engineer	C

LABOR GRADE 4.

Checker (Engineering)	A
Designer	B

LABOR GRADE 5.

Checker-Engineering	B
Designer	C
Engineer Ass't.	A
Head Forger	A

LABOR GRADE 6.

Accountant	A
Checker Engineering	C
Engineering Ass't.	B
Set-up Leadman	A
Tool and Die Maker	A
Tool Room Inspector	A

LABOR GRADE 7.

Accountant	B
Engineer Ass't.	C
Forger, Forge Machine Operator Hammer Press & Manipulator Operator & 1st Helper	A
Layout Draftsman	A
Tool Room Machinist	A

LABOR GRADE 8.

Accountant	C
Cost Clerk	A
Forger, Forge Machine Operator Hammer, Press & Manipulator Operator & 1st Helper	B
Layout Draftsman	B
Laboratory Technician	A
List Writer	A
Office Machine Repairman	
Photographer	A
Switchboard Operator (Power)	A
Tool Room Machine Repair	A
Tool & Die Maker	B
Tool Room Inspector	B

LABOR GRADE 9

Assembler	A
Automatic-Coke &Screw	A
Boring Bars	A
Copy Writer	A
Coremakers	A
Cost Clerk	B
Draftsman	A
Engineer Junior	A
Engine Lathe	A
Forgers	C
Forge Hammer Operator	C
Forge Helper 1st.	C
Forge Machine Operator	C
Forge Manipulater	C
Forge Press Operator	C
Heat Treater	A
Inspector	A
Laboratory Technician	B
Layout Draftsman	C
List Writer	B
Maintenance Electrician	A
Milling Machine Operator	A
Molders	A
Pattern Molder	A
Photographer	B
Sheet Metal Workers	A
Template Maker	A
Tool Room Machinist	B
Truck & Terminal Driver	A

LABOR GRADE 10

Boring Mill	A
Bullard	A
Core Finisher	A
Copy Writer	B
Cost Clerk	C
Draftsman	B
Engine Operator	A
Engineer Junior	B
Furnace Tender	A
Garage Mechanic	A
General Clerk	A
Gisholt & W & S	A
Grinders Blanchard	A
Grinders Centerless	A
Grinders External & Internal	A
Grinders Surface	A
Heaters Helpers	A
Laboratory Technicians	C
Layout	A
List Writers	C
Locomotive Operator	A
Maintenance	A
Maul Lathe	A
Millwright	A
Molder	B
Order Filler	A
Pattern Molder	B
Photographer	C
Planer	A
Power House Attendant	A
Presser	A
Production Man	A
Setup & Leadman	C
Shaper	A
Switchboard Operator (Power)	B

LABOR GRADE 10 (Cont.)

Telephone & Signal Man	
Testers (Pumps-Motors* Engines)	A
Tool Crib Attendant	A
Tool & Die Makers	C
Tool Room Inspector	C
Tool Room Machine Repair	B
Welders	B

LABOR GRADE 11

Assembler	B
Auto & Screw Machine	B
Babbitt Machine	
Balancer	A
Boring Bar	B
Boring Mill	B
Bor-O-Matic	
Broach	A
Bullard	B
Burr, Wash, Shag & Rough Grind	A
Boiler Repair Man	A
Chip & Shag Foundry	A
Combination Machine	A
Coremaker	B
Core Stacker & Pourer	A
Copy Writer	C
Die Cast Hydraulic	
Drills Radial	A
Draftsman	C
Detailer	A
Engineer, Junion	C
Engine Operator	B
Fireman Powerhourse Stoker	A
Flame Cut	
Forge Heater & Helper	B
Gisholt & Warner Swasey	B
Gear Hobber	A
General Clerk	B
Grinder Blanchard	B
Grinder Centerless	B
Grinder Diamond	A
Grinder External, Internal	B
Grinder Surface	B
Heat Treater	B
Inspector	B
Jig Borer	
Saddle Liner	
Lapping	A
Lathe Engine	B
Lathe Moll	B
Layout	B
Milling Machine	B
Molders	C
Maintenance Electrician	B
Maintenance Painter	A
Metal Handler Jitney	
Planer	B
Presses	B
Production Man	B
Power House Attendant	B
Plug & Tap Man	--
Plater	A

LABOR GRADE 11 (Cont.)

Saws (Power) Cutt off Slitting	A
Shake Out Cut Sand & Misc. Foundry	A
Shaper	B
Sheet Metal Worker	B
Saw Filer	
Sand Slinger	
Tester, Pumps Motors Engines	B
Threader Landis	A
Tin Plate Maker	B
Truck & Terminal Driver	B
Truck & Tractor Drivers	A
Welders	C
Winding (Stator Armature Cut Ins. Paper)	A

LABOR GRADE 12

Balancer	B
Boring Mill	C
Broach	B
Bullard	C
Burr, Wash, Snag & (Gardner Grind)	B
Boiler Wash	A
Blue Print Machine Operator	A
Calibrating Machine	
Chipper & Snag	B
Coil Tapping & Dipping	A
Combination Machine	B
Core Finisher	B
Crater & Packer	A
Calculator	A
Car Loader	A
Core Oven Tenders	
Clerk (File and Record)	A
Crane Operator	A
Detailer	B
Forge Heaters & Helpers	C
Furnace Repairman	
Fireman Power House (Stoker)	B
Furnace Tender	B
Gear Hobber	B
Gear Shaver	
Grinders Diamond	B
Gisholt Warner Swasey	C
Grinder Internal External	C
Grinder Surface	C
Grinder Blanchard	C
Garage Mechanic	B
General Clerk	C
Homes	
Job Instructor	
Key Seaters	
Landis Threader	B
Lapping	B
Layout	C
Locomotive Operator	B
Moll Lathes	C
Material Receivers	A
Maintenance	B
Millwright	B
Metal Pourer	
Order Filler	B
Planer	C
Production Man	C
Player	B

LABOR GRADE 12(Cont.)

Pattern Storage	
Polisher	A
Power Saws - Cutt Off & Slitting	B
Presses	C
Radial Drill	B
Roper Splicer	
Sand Blast	B
Shake Out & Cut Sand & Misc.	B
Shaper	C
Shears	
Spindle Drills	A
Store & Stock Keeper	A
Stock Chaser	A
Switch Board Operator (Power)	C
Tester - Pumps - Motors, Engines	C
Test - Lus. & Fuel Oil	
Tool Room Machine Repair	C
Tool Crib Attendant	B
Truck & Tractor Driver	B
Tabulating Machine	A
Wash Fill & Paint (Engine)	A
Water Test	A
Winding Stator	B
Winding Armature	B
Winding Coil	B
Winding Cut Insulating Paper	B
Yard Master	

LABOR GRADE 13

Assembler	C
Automatic - Screw Machine	C
Ash Conveyer Operator	#
Blue Print Machine Operator	B
Boring Bar	C
Boiler Repairman	B
Broach	C
Burr, Wash, Snag & Rough Grind, Gardner	C
Calculator Machine Operator	B
Carloader	B
Casting Checker-	#
Chipper & Snag	C
Clerk File and Record	B
Coil Tapping & Dipping	B
Coal Elevator Operator	#
Combination Machine	C
Coremaker	C
Core Stack & Pourer	B
Core Grinder	#
Core Carrier	#
Crater & Packer	B
Crane Operator	B
Cupola Charger	#

- Fdry. Misc.

Detailer	C
Drills Radial	C
Drills Spindle	B
Duplicator Machine Operator	A
Engine Lathe	C
Fireman Powerhouse (Stoker)	C
Furnace Repair Helper	
Gaskey Cutter	
Gearhobber	C
Grandbeal	
Heat Treater	C
Hooker & Roper	
Inspector	C

LABOR GRADE 13 (Cont.)

Lapping	C
Log & Record Keeper	
Maintenance (Electrician)	C
Maintenance Painter	B
Matron	
Material Recorder	B
Milling Machine	C
Oil Extractor	
Oiler	
Pattern Carrier	
Plater	C
Polisher	B
Pug Mill Operator	#
Power Saw Cutoff & Slitting	
Receptionist	
Sand Blast	C
Sand Loader	#
Shakeout Cut sand & Misc. Fdry.	C
Slag Man	#
Stock Man Chaser	B
Stock # Store Keeper	B
Sthcroscope	
Tabulator Machine Operator	B
Telephone Operator	A
Teletype Operator	A
Template Maker	C
Test Hydro-Pumps	
Test Water	B
Tool Room Helper	A
Tracer	A
Trucker Power	
Truck & Tractor Driver	C
Typist	A
Wash Fill and Paint	B
Winding, Stator, Armature and Coil	C

#-Fdry.

LABOR GRADE 14

Ash Conveyor Helper	
Boiler Washer	B
Calculator Machine Operator	C
Car Loader	C
Clerk, File and Record	C
Crane Operator	C
Crate Packer	C
Duplicates Wash	C
Furnace Tender	B
Garage Mechanic	C
Janitor	C
Laborer	
Maintenance	C
Millwright	C
Mail Carrier	
Order Filler	C
Polisher	C
Spindle Drill	C
Stock Chaser	C
Stock, Store Keeper	C
Tool Crib Attendant	C
Telephone Operator	B
Tabulator Machine	C
Teletype Operator	B
Typist	B
Tracer	B
Tool Room Helper	B
Trucker Hand	
Scrapper	
Water Tester	C

UNITED STATES OF AMERICA

Before the

NATIONAL WAR LABOR BOARD
Region VI

FAIRBANKS, MORSE & COMPANY :
(Beloit, Wisconsin) :
:
and
:
UNITED STEELWORKERS OF AMERICA,
LOCAL NO. 1533, CIO. : Case No. 14-149

DEC 17 1945

RECOMMENDATION

I. The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 3, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties and recommends that:

1. Wages

Section 1. In compliance with the Directive Order of the National War Labor Board in Case No. 4327-D, dated September 8, 1943, the Company shall continue to pay the two (2¢) cents per hour to the employees covered by this Directive Order. However, in the event there shall be any change in the National wage policy which permits adjustments in existing wage rates, scales, or relationships, the matter of wages may thereupon be reopened by either party.

Section 2. (A) The schedule of job classifications and wage rates for hourly paid day workers shall remain in effect until a new job classification which properly eliminates the inequalities that exist between jobs therein and other intra-plant inequities shall be established by agreement affecting both the piece workers and day workers alike.

(B) The parties have agreed that within the rate range of each of the fourteen (14) labor grade groups there shall be three (3) steps for progression within the range. The parties have heretofore agreed upon the respective level or step within the wage rate range at which each employee shall now be rated, and upon the approval of the wage rate schedule each employee shall be paid at the rate so agreed upon by the parties retroactive to March 24, 1944.

Section 3. New and inexperienced employees shall be hired at a starting rate of not less than five (5¢) cents per hour less than the minimum of the bracket for the job to which they are assigned, and in the case of jobs falling in the fourteenth labor grade, at not less than seventy-five (75¢) cents per hour. For all employees hired at five (5¢) cents less than the minimum of the bracket shall at the end of thirty (30) days be granted an automatic increase of five (5¢) cents per hour. Nothing in this section shall prevent the Company from hiring experienced employees at the rate for the job classification to which they are assigned. It is agreed and understood that employees hired for incentive jobs will participate in incentive earnings during this thirty (30) day period.

Section 4. The Company shall pay a night shift bonus of five (5¢) cents per hour for all employees where the preponderence of hours worked is after 1:00 p.m. with no change in the present practices regarding the night shift lunch period.

Section 5. There shall be no differential between female or male workers, each shall receive the rate of the job to which assigned.

Section 6. Each employee shall be guaranteed and shall receive for each day worked an amount not less than his occupational hourly rate multiplied by the number of hours worked in that day, or if on incentive, shall receive the amount so earned by the application of the incentive if it be greater than the application of the occupational hourly rate for that day.

Section 7. (A) The Union shall be informed of any proposed time study. A complete job description shall be written up by the Company and a copy furnished to the Union. All operations performed on the job shall be included in the copy of the job description study.

(B) The Union is not a party to the time studies, but it shall have the right to bargain collectively concerning all matters pertaining to the time studies, including the basic formulas used, and the choice of the operator to be timed, and the defining of average conditions, and the determining of the leveling factors and other time allowances.

(C) The Union shall receive a carbon copy of all time studies. Such copies shall include all operations performed on the job as well as all allowance factors used. The Union shall have the right to request the retiming of all contested time studies, and have a Union steward present during the retiming.

(D) All unavoidable delays shall be compensated for at the operators average earned rate on incentive work. Definition of "unavoidable delays" shall be negotiated by the parties.

(E) During the time or retiming of a job or once a job has been partially studied and/or until the Company has set a price on the job, the operator shall receive his previous weeks average earned incentive hourly rate.

(F) No job shall be retimed except as heretofore provided unless there has been a substantial change in method, material or design.

(G) After the job has been retimed the operator shall receive a wage equal to his average hourly wage earned on incentive work for the same effort previous to the retiming.

(H) Recorded time values for incentive workers will not be cut for the duration of this agreement except under the following conditions: (1) when a clerical error has been made in the determination of the time value; (2) when a change has been made which affects the time value of any prtion of the job, and in that case, such change in time value must be a substantial change. The new time value set shall be on the basis that the operator, with previous normal effort, shall be able to earn his previous earned rate.

Section 8. (A) Employees transferred from one job to another shall be guaranteed their average earnings will be no lower than on the previous job for the same effort.

(B) On all short run jobs on which time values have not been established, the employees' average hourly earnings on incentive work during the previous week period shall be guaranteed. Definition of "short run" to be negotiated by the parties.

Section 9. When a new job classification is established, a rate corresponding to those approved for other job classifications of corresponding requirements of skill and ability shall be established by agreement with the Union, and thereafter be included as a part of the schedule.

Section 10. Any alleged wage inequality may be made the subject of a grievance, and in the event the parties cannot agree on its disposition, it may then be taken to arbitration. The object shall be equal pay for similar work.

Section 11. If there has been an increase in differential between day workers and incentive workers of more than fifteen (15¢) cents, parties shall negotiate on increase for day workers in accordance with the principles laid down by the National War Labor Board in the Electro Auto-Lite case.

Section 12. Within thirty (30) days of the signing of this agreement, a job apprenticeship committee shall be set up locally consisting of three (3) members selected by the Company and three (3) members selected by the Union, to work out an apprenticeship program in line with the standards of the Federal Bureau of Apprenticeship.

Section 13. Any person hired as a temporary employee shall be hired for a period not to exceed more than ninety (90) consecutive days and at a rate not less than the plant minimum rate. If a temporary employee is to remain with the Company beyond the ninety (90) day period he or she shall be classified at the proper occupational rate, based on Section 3 of the article carrying with it the retroactive pay applicable because of change of rate.

II. Vacations

Section 1. Employees on the payroll for one year shall receive one week's vacation with pay and thereafter one day's vacation with pay shall be added for each additional year until the employee has been continuously employed for five (5) years, at which time the employee shall receive two (2) weeks' vacation with pay.

Section 2. For the purpose of this contract the following shall be applicable:

(a) One days vacation shall mean the employees hours of work schedule but not less than eight (8) hours, whichever is the greater.

(b) One weeks vacation shall mean the employees hours of work schedule but not less than forty (40) hours, nor more than forty-eight (48).

(c) Two weeks vacation shall mean double the employees hours of work schedule per week but not less than eighty (80) hours, nor more than ninety-six (96) hours.

Section 3. The pay for employees entitled to vacation shall be arrived at by dividing the total amount of earnings by the number of hours worked over the past two (2) pay periods worked. This shall be the hourly rate applicable to the vacation period.

Section 4. The term "on the payroll" shall mean a period of continuous service immediately preceding July 1 of the vacation year uninterrupted by an absence for any cause (except compensible industrial injury, injuries sustained away from work, bona fide illness or when an employee has been laid off due to lack of work and reports back on his job within thirty (30) days from the time he may be called for same) of over thirty (30) consecutive calendar days for employees of one years period of service and one hundred and eighty (180) days for employees of over one year of service.

Section 5. If an employee is temporarily laid off during the vacation season for a period equal to or longer than his vacation, the equivalent portion of such temporary lay-off period may be designated by the employee as his vacation. A vacation taken as part of or during a temporary lay-off will be considered as time added to length of service.

Section 6. The employees shall be permitted to select a time as far as possible within seniority, provided the time selected does not interfere with the work in the plant. A vacation, once determined, may not be exchanged or postponed from one year to another and made accumulative.

Section 7. The Company may request of the employee as production requires, of either giving the employee time off for a vacation or keeping him on the job but granting the vacation pay herein provided for. In the event the Company shall determine to pay an employee his vacation pay and retain him on the job, the Company shall pay him his vacation pay at the time the employee has agreed to accept the Company's request.

Section 8. No employee on the payroll as of July 1, 1943, shall suffer a reduction in his or her vacation because of the inauguration of this vacation plan. Employees hired subsequent to July 1, 1943, shall receive vacations only in accordance with this plan.

Section 9. The foregoing vacation provisions shall be retroactive to the 1944 vacation period.

II. It is further recommended that the foregoing terms and conditions of employment and those agreed upon by the parties shall govern the relations between the parties and be incorporated in a signed agreement reciting the intention of the parties to have their relations governed thereby.

III. The action of this Board with respect to the above wage adjustments, paragraph 1, Section 1, is based solely on the Wage Stabilization policies in effect prior to August 18, 1945. No action has been taken on any additional wage adjustments which may be warranted under the new Wage Stabilization policies of Executive Orders 9599 and 9651. This Recommendation does not preclude further negotiations, and it is recommended that the parties negotiate further on the question of any additional wage adjustments which may be warranted.

THE SIXTH REGIONAL WAR LABOR BOARD

By: /s/ William G. Brown
Chairman

The following Board members participated in the foregoing action:

REPRESENTING THE PUBLIC
William G. Brown
Samuel Edes

REPRESENTING INDUSTRY
(dissenting to wages, sections 1, 2-A, 4, 6, 7, A, B, D, F, G, H, 8-A, 10, vacations, sections 1, 3, 6, and 9)
J. Dean Leffler
Fred M. Gillies

REPRESENTING LABOR
(Dissenting to wages--omission of clauses covering no production until piece price set, 30% guaranteed earnings for piece workers, joint classification and rate review committee, Board decision being made subject of a grievance, and to Section 12)
Howard Ream
Robert Oudinot

Hamilton Mfg Co - + Fed. Union - Local 20663 A.F.of L.

Case # 111-11233-D. - 1150 Emp. 850 production

5/29/45. - Normal prod. - Office Furniture War. Ammunition boxes - ship galley equipment. [illegible]
6/29/45 - Directive order. [illegible] [illegible].
Sex Wage differential.

A. A. Union - Female employees should receive the same base rate and pay as male employees when doing comarable work and when equally conpetent.

B. Company - Principal of equal pay for equal work should be maintained. Company should decide whether the work is substantially identical. Where a female emplqeerequires assistance or where a job has been re-engineered for the purpose of being handled by a female without assistance, the female employee shall not be entitled to receive the same pay as the male employee she may have replaced.

Panel report - discussion - " The particularization in the last part of the proposed company clause is not necessary to the general statement of equal pay for equal work and might well lead to difficulties in the solution of a particular problem. The cont act should contain a clause setting forth only the general principle of equal pay for equal work.

Recommended that the following clause be substitued for the union and company provisions. Male and female employees shall receive equal pay for comparable quality and quantity of work on the same or similar operations.

The union asked forthe following progression

Males	55	to	70	after	3 years
Women	46	"	60	"	3 years

W.B. copy

Equal pay - P 4 - "13"

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
REGION VI

HAMILTON MANUFACTURING COMPANY
(Two Rivers, Wisconsin)

and

FEDERAL LABOR UNION, LOCAL #20663, AFL.

Case No. 111-11233-D
Board Action-10-19-45

DIRECTIVE ORDER

I. The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 3, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties and orders that:

1. Recognition

The parties shall include in their contract as Article I, Section 1 the following clause:

"Section 1. The Company recognizes Federal Labor Union No. 20663 as the exclusive bargaining agent for all production and maintenance employees of the Company, exclusive of executive, administrative, office, clerical employees and employees within the jurisdiction of the International Association of Machinists, Lodge 1181, and all supervisory employees with the authority to hire, discharge, discipline or effectively recommend changes in the status of employees as to factory wage rates, hours and working conditions."

2. Maintenance of Membership

(A) All employees, who, fifteen days after the mailing date of this Directive Order, are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the collective agreement in which this provision is incorporated, or until further order of of the Board.

The Union shall, immediately after the aforesaid date, furnish the Regional War Labor Board with a notarized list of its members in good standing as of that date.

The Union, its officers and members shall not intimidate or coerce employees into joining the Union or continuing their membership therein.

(B) If a dispute arises as to whether an employee (1) was a member of the Union on the date specified above or (2) was intimidated or coerced during the fifteen-day "escape period" into joining the Union or continuing his membership therein, such dispute may be submitted for determination by an arbitrator to be appointed by the Regional War Labor Board. The decision of the arbitrator shall be final and binding upon the parties.

(C) If a dispute arises as to whether an employee (1) has failed to maintain his membership in the Union in good standing after the aforesaid date, or (2) was intimidated or coerced into joining the Union after the aforesaid date, such dispute may be submitted for determination by an arbitrator to be selected in the manner provided by the contract of the parties, or if no such provision exists, to be selected by special agreement. In the absence of such a contract provision or special agreement, the arbitrator will be selected by the Regional War Labor Board on due application. The decision of the arbitrator shall be final and binding upon the parties.

(D) Any party desiring to post or otherwise publish an explanation of the foregoing maintenance of membership provision shall post or otherwise publish the official explanatory statement approved by the National War Labor Board on November 26, 1943, a copy of which is attached to this Directive Order. This statement may be posted or otherwise published by either of the parties or by both jointly, but shall in any event be the only statement which may be posted or published unless the parties otherwise agree in writing. The procedure for administering the maintenance of membership clause shall be in conformity with the procedure approved by the National War Labor Board on November 26, 1943, unless the parties otherwise agree in writing. A copy of the procedure is attached to this Directive Order.

3. Grievance Procedure

The grievance procedure agreed to by the parties shall be supplemented to provide as follows:

Section 1. Whenever any dispute or misunderstanding arises as to wages, hours, working conditions, lay-offs, or discharges of individual employees affected by this agreement, such disputes or misunderstanding shall be considered as grievances and shall be handled in the following manner:

a) Grievances shall initially be taken up with the foreman orally or in writing, by the employee involved, or the Union, or by both as the employee elects, provided that in all cases in which a grievance is settled at this step without participation of the Union, the Company shall notify the Union in writing of the nature of the grievance and its disposition and the Union shall, within twenty-four (24) hours from receipt of such notification, be entitled to take exception to such settlement and to have the grievance taken up through the subsequent steps of the grievance procedure.

b) If the grievance is not settled within two working days of the date of presentation to the foreman, either the individual or the Union, through its grievance committee, may take up the grievance with the general superintendent of the Company, by presenting a written statement of the grievance in duplicate to the general superintendent. If the grievance is presented by an individual, the Company, prior to negotiation or adjustment, shall deliver a copy to the Union.

c) If the grievance is not settled with the general superintendent within three working days of the date of presentation of the written statement of the grievance, either the individual or the Union through its grievance committee may take up the grievance with a top management committee of the Company.

d) If the grievance is not settled within ten (10) consecutive days after the individual or the Union through its grievance committee takes up the grievance with the top management committee of the Company, the individual, the Company or the Union shall have the right to have the grievance submitted to arbitration for final settlement in accordance with the arbitration procedure set forth in Article XV.

4. Setting of Time Standards

The parties shall incorporate the following clause in their agreement:

> "The establishment of time standards is solely a function of management. After the establishment of a time standard, the Company, upon request of the union, shall furnish the Union with all pertinent information in regard thereto. Grievances with respect to rates so established shall be subject to the grievance procedure."

5. Changes in Time Standards

Rates established as of this contract period pursuant to the terms of this Directive Order shall not be changed during the life of the contract unless there is a change in job content. In the event of such change in job content, the Company may establish a new rate for the job. Grievances arising out of the establishment of such new rates shall be handled through the grievance procedure.

6. Scope of Arbitration

Article XV, Section 4 of the contract shall read as follows:

> "Section 4. Matters of general wages or changes in wage classification ratings shall not be subject to arbitration hereunder."

7. Management Clause

The following clause shall be incorporated in the contract:

> "The management of the Company and the direction of the working forces, including the right to hire, suspend, discipline or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to evaluate jobs and to establish job standards subject to the grievance procedure, is vested exclusively in the Company; provided that in exercising these rights the Company will notuse them for purposes of discrimination against any members of the Union, or will not use them in a manner which is in violation of any provisions of this agreement.
>
> "Unless specifically covered by this agreement, the conduct of all other phases of the operation of the Company are reserved exclusively to the Company."

8. Reopening Clause

The parties shall include as part of their agreement the following provision:

> "Either party may reopen the issue of wages once during the life of the contract upon giving thirty (30) days notice in writing to the other party."

9. Night Shift Premium

The following agreement of the parties with respect to night shift premiums is hereby approved.

Effective as of September 10, 1944, the Company shall institute a night shift premium of five (5¢) cents per hour for all employees working on the first night shift and seven and one-half (7½¢) cents per hour for all workers employed on the second night shift if one is established during the life of the contract. This premium shall not be considered a part of the base rate pay and shall not be used for purposes of computing bonus earnings.

10. __Vacations__

(A) All employees in the bargaining unit having one or more but less five (5) years of continuous service with the Company, as of June 1 of each year, shall receive one week's vacation with pay. All employees in the bargaining unit having five (5) or more years of continuous service with the Company, as of June 1 of each year, shall receive two weeks' vacation with pay. Each week of vacation pay shall be computed by multiplying the individual employee's average hourly earnings, including bonus, by the plant average weekly operating hours. The average hourly earnings and the plant average weekly operating hours shall be computed on the basis of the second twelve-week period of the year.

(B) The term "continuous" when used in this Directive Order shall mean uninterrupted employment, except for accident, leaves of absence or bona fide sickness.

(C) The vacation period shall be between June 1 and September 15, the exact time to be determined by the Company.

(D) The agreement of the parties with respect to the retroactive date for adjustment of pay for the 1944 vacation period as of June 8, 1944; and the method of computing the amount of the adjustment by calculating the difference between the vacation pay computed in accordance with the foregoing and the amount actually paid is hereby approved.

11. __Waiting Time__

The following clause shall be incorporated in the contract:

> Incentive workers shall report promptly to their foreman on completion of a job. If work is not provided, the Company shall pay for waiting time on the basis of 150 per cent efficiency, or 125 per cent of the base rate.

12. __Temporary Day Work__

The following clause shall be included in the agreement between the parties:

> When a bonus worker is required to work on non-bonus work, he shall be paid on the basis of an efficiency of 150 per cent, or 125 per cent of base rate provided he works on non-bonus work less than 10 per cent of his total time worked in any two-week pay period. If he is required to work on non-bonus work 10 per cent or more of his time in any two-week pay period, he shall be paid at a rate equal to his previous pay period average hourly earning including bonus.

13. __Equal Pay for Equal Work__

The principle of equal pay for equal work as set forth in General Order No. 16, copy of which is attached, shall be adopted by the parties.

Disputes with respect to the application of the principle in individual cases shall be handled through the regularly established grievance procedure of the contract.

14. Computation of Incentive Earnings

The Union's request for computation of incentive earnings on a job rather than on a daily basis is denied.

15. Automatic Progression

The Union's request for automatic progression in minimum base rates is denied.

16. (A) The Company shall institute a general increase of five (5¢) cents to all hourly rated employees in the bargaining unit. Each employee shall receive a five (5¢) cent per hour increase and all hourly rates for the classifications involved shall be increased by five (5¢) cents per hour.

(B) The Company shall increase the base rates of all incentive workers four (4¢) cents per hour. Each individual incentive worker shall receive an increase of four (4¢) cents per hour in his individual piece rate and all base rate ranges for the classifications involved shall be increased by four (4¢) cents.

(C) The minimum entrance rate and guaranteed minimum for all hourly and piece work employees shall be fifty (50¢) cents per hour for the first thirty (30) days of employment and fifty-five (55¢) cents per hour thereafter.

17. The foregoing provisions of paragraph 16, Sections (A), (B) and (C) shall be retroactive to June 8, 1944.

Any employee who has either quit or been discharged between the retroactive date established by this Directive Order and the date of this Order shall receive the amount of the increase for his classification up to the date on which his employment with the Company terminated. The Company and the Union shall promptly send a joint letter to each such employee at his last known address advising him of his rights under this provision. The employee must mail his written application for retroactive pay to the Company within sixty days after the date of mailing of the joint letter. The Company may voluntarily make the payment in any case even though the sixty days have elapsed. The Company shall be obligated to make the payment if good cause is shown for the application being delayed beyond the sixty days. Failure to make the payment where good cause for the delay is alleged may be taken up by the Union as a grievance. The sixty-day limitation shall not apply to employees who have become members of the armed forces of the United States, either before, or within sixty days after, the mailing of the joint letter.

II. The foregoing terms and conditions of employment shall govern the elations between the parties and shall be incorporated in a signed agreement eciting the intention of the parties to have their relations governed thereby, as rdered by the National War Labor Board.

III. This Order shall stand confirmed as the Order of the National War abor Board and, unless otherwise directed by the National War Labor Board, shall ake effect 14 days from the date hereof unless in the meantime a petition for reiew is filed with the National War Labor Board through the Sixth Regional Board, in which event this Order shall be suspended until disposition of the petition for review, unless the National War Labor Board otherwise directs, or has otherwise directed, or the parties otherwise agree. However, the date of the escape period fixed in paragraph 2 (A) of this Directive Order granting maintenance of membership shall not be affected or stayed by the filing of a petition for review of that or any other provision of this Directive Order. Notwithstanding any other provisions of this paragraph, that part of this Directive Order which continues in effect the terms and conditions of a prior contract which has expired or has been otherwise terminated, shall not be suspended or stayed by the filing of a petition for review but shall be effective according to its terms unless and until the Board upon consideration of a petition for review otherwise directs.

IV. Nothing in this Order is intended to prevent the parties from agreeing on the date when the Order or any part thereof shall take effect (subject only to the provisions of paragraph V) and in the event a petition is filed with the National War Labor Board through the Sixth Regional Board seeking review of portions of this Order, either party may request the Regional War Labor Board to make the remaining portions of the Order immediately effective.

V. If a timely application for price relief has been filed with the Office of Price Administration as required by Executive Orders No. 9250 and 9328, as supplemented by the Directive of May 12, 1943, the provisions of this Directive Order which are made the basis for the application shall in any event become effective only upon determination by the Office of Price Administration that the cost increases ordered will not require any change in price ceilings or, if no such determination is made, then upon approval by the Director of War Mobilization. The parties will be promptly notified of such action.

FOR THE PUBLIC	FOR INDUSTRY (Dissenting with respect to Union Security, Grievance Procedure, Wage Increases and Retroactivity)	FOR LABOR (Dissenting with respect to Waiting Time for Incentive Workers, Temporary Day Work, Computation of Incentive Earnings and Automatic Progression)
/s/ Samuel Edes	/s/ W. K. Lant	/s/ Geo. Nordstrom
/s/ Dale Yoder	/s/ L. E. Roark	/s/ R. J. Oudinot

WB copy

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL WAR LABOR BOARD
REGION VI

Equal Pay

See page 2-4
14-
but set different rates for M + F { Common labor
Job classification recommended
Union suggestion

In the Matter of:

NESTLE'S MILK PRODUCTS, INC.
(Condenseries at Burlington,
Lodi, Menomonee, Reedsburg,
and Valders, Wisconsin)

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF
AMERICA, AFL.

Case No. 111-2250-D

May 1, 1944

REPORT AND RECOMMENDATIONS OF THE PANEL

Introduction

Parties

The parties involved in this dispute are Nestle's Milk Products, Inc., a New York corporation, operating plants in Wisconsin, California, Indiana, Michigan, Ohio, and Oregon, hereinafter referred to as the Company, and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL, hereinafter referred to as the Union.

The Company is engaged in the manufacture of evaporated milk at the following cities in the state of Wisconsin: Burlington, Lodi, Menomonee, Reedsburg and Valders, at which plants the Company employs altogether about 200 workers. At Menomonee, the Company also manufactures powdered milk. At Burlington it manufactures sweetened condensed milk. The Company also maintains a plant at Weyauwega, Wisconsin, but this plant and its employees are not involved in this dispute.

The Union is recognized as the sole bargaining agent for the employees at all of the above mentioned plants of the Company, except that located at Weyauwega. The other five plants and their employees are involved in this dispute. The parties are presently operating under an agreement which provides:

> "New employees coming under the jurisdiction of the Union after the effective date of this agreement shall, as a condition of further employment, apply within sixty (60) days for membership in their appropriate Local Union. The Employer agrees to cooperate with the Union in recommending that employees who belong to the Union or who afterwards join it, should retain and continue their membership in the Union."

Historical Background of this Dispute

The first contract between the Company and the Union was entered into on September 2, 1937. That agreement had reference only to "the employees in such of its (the Company's) condenseries in the state of Wisconsin in respect to which the Union has furnished the Employer satisfactory proof that the Union represents a majority of the employees thereof and similar proof that such majority of the said employees have authorized the Union to conclude this contract as bargaining agent." This proof was forthcoming as to the five plants interested in this dispute; but at the Weyauwega plant the Union did not secure authorization as required above.

The contract of September 2, 1937 was superseded by an agreement dated May 18, 1938, which terminated December 31, 1939. That agreement specified that it was to be automatically renewed from year to year unless either party should give the other thirty days' notice of termination prior to December 31 of any year. The last contract between the parties, prior to the date when the matters in dispute arose, was made effective as of January 1, 1942 and was terminated December 31, 1942, by virtue of a notice given by the Union to the Company on November 27, 1942. The Union indicated a willingness to continue the provisions of the 1942 contract, except as to wages, and certain changes in hours of work.

After considerable time had been spent in collective bargaining on the matter of hours of work and wages, the parties could not reach an agreement. The parties then called in a representative of the United States Conciliation Service, Department of Labor, to aid them in ironing out their difficulties. Mr. R. O. McDonald was designated as the Conciliator. The first meeting with the Conciliator was held on February 18, 1943. This meeting was attended by representatives of the Pet Milk Company, Carnation Company, Borden Company, Badger Milk Products Company, and Nestle's Milk Products, Inc., together with representatives of the Union. Nothing in the way of an agreement came out of this meeting. On March 30, 1943 representatives of this Company met with union representatives and the Conciliator. At that meeting the Company agreed to arbitrate the matter of wages but not the other matters in dispute. On May 8, 1943, the Company notified the Conciliator that it could offer only 2½¢ an hour increase, but it offered nothing as to the other matters in dispute.

Soon thereafter the Union submitted for signature by the Company a proposed, new agreement, with the provisions regarding wages and overtime pay left open. This agreement was signed by the Company and the Union and the parties continued to operate under this agreement. Insomuch as the parties could not agree on the other matters still in dispute, the Department of Labor certified the dispute to the National War Labor Board on June 22, 1943.

Issues

This case was heard at the same time with the cases of six other companies, also engaged in the operation of condenseries and powdered milk establishments. These six companies were Armour and Company, Borden Company, Carnation Company, Evangeline Milk Company, Union Dairy Company, and United Milk Products Company, all operating one or more plants in the state of Wisconsin. The plants of all companies are in comparatively close proximity to each other and they are in competition with one another, as well as with plants of several other large companies.

All of these companies, except one, were in dispute with the Union, which represents the employees of all of the companies, over the matter of Wages. Each Company, however, was concerned with other matters in dispute. Each case was considered separately by this Panel. The hearing before this Panel was held at Milwaukee, Wisconsin, on November 8, 9, and 10, 1943.

Discussion of Issues and Recommendations

The issues in dispute between Nestle's Milk Products, Inc. and the Union were:

1. Overtime Pay
2. ✓ Equal Pay for Women ✓
3. Wages

1. Overtime Pay

A. Union Proposal

That the contract provide for payment of time and one-half the regular rate of pay after forty hours in any work-week or after eight hours in any one day; provided, however, that if the Union's proposal for increase in pay, as indicated below under the heading of Wages, is granted, then its proposal for overtime pay is time and one-half the regular rate for all hours after forty eight in any work-week or after nine hours in any one day.

B. Union Position

1. That it is quite usual for the contract to provide for overtime pay after forty hours in any work-week, and after eight hours in any one day;

2. That the Union is willing to forego this proposal in case its proposal as to increase in base rates of pay is granted.

C. Company's Position

1. The Board is entirely without authority to issue such Directive.

2. Such payment of overtime is absolutely contrary to the settled practice of the Company and of the industry generally.

3. Such Directive would constitute an unreasonable and unfair increase in wages.

D. Discussion

Section 7 (a) of the Federal Fair Labor Standards Act provides for payment of time and one-half the regular rate at which the worker is employed for all time worked longer than forty hours during any work-week. This applies to employers engaged in producing goods for interstate commerce. This Company is thus engaged. However, Section 7 (c) of this same Act provides: "In case of an employer engaged in the first processing of milk, whey, skimmed milk, or cream into dairy products.........the provisions of sub-section (a) shall not apply to his employees in any place of employment where he is engaged." The Administrator of the Fair Labor Standards Act has ruled that producers of condensed milk and powdered milk are engaged in the "first processing of milk" and are, therefore, included under this exemption from overtime provisions of the Act.

The President in his Executive Order #9017 and in subsequent Orders has stated that nothing in these orders "shall be construed as superseding or in conflict with the provisions of the........Fair Labor Standards Act." Section 7 (a) (2) of the Smith Connally Act, passed by Congress, provides that the National War Labor Board has power to issue Directives as to wages, etc. However, the Act provides: "In making any such decisions the Board shall conform to the provisions of the Fair Labor Standards Act of 1938, as amended"......

The provisions of the Fair Labor Standards Act, Section 7 (c), as quoted above, exempting first processors of milk from overtime provisions of the Act, are not mandatory but permissive. The parties are allowed to provide voluntarily for the payment of more than the regular rate of pay for overtime after any stated number of hours.

The provisions of the contract made for 1942 by the Company and the Union concerning this matter were:

> "Forty four (44) hours shall constitute a week's work with time and one-half paid for over-time above nine

> (9) hours in any one day, or forty eight (48) hours in any week, whichever is greater."

The Company pointed out that it was willing to continue this provision in the new contract. The Company further pointed out that it is not the general practice in the industry to pay time and one-half for hours over forty in any one week. This was not denied by the Union and this Panel finds that it is true.

This Panel also finds that the industry in which the Company is engaged has two seasons, one flush season and one slack season. In order to establish stability of employment it is necessary to fix the time and one-half pay at a point several hours in excess of the average work-week. To require payment of overtime pay for all hours after forty in any one week would subject the Company to severe financial strain, except when the slack season occurs. The variability of milk supply is something over which the Company has no control. It results from the fact that cows produce more milk in summer than in winter.

The Company also demonstrated satisfactorily that this payment of overtime would increase wages considerably. However, it does not follow that payment of overtime would violate stabilization laws and regulations, if it were customary in the industry or for the Company to pay such overtime after forty hours in any week. It is not the general custom, however, either for this Company or for the industry to pay overtime for hours of work over forty in any week. In fact, as indicated above, the Fair Labor Standards Act does not require the payment of overtime in this kind of industry. Therefore, to force this Company to pay for overtime might be in violation of wage stabilization laws and regulations.

E. Recommendation

In view of the interpretation given the above quoted provisions of the Fair Labor Standards Act and in view of the provisions of the Presidential Orders and of the Smith-Connally Anti-Strike Act, regarding the application of the Fair Labor Standards Act, this Panel feels that it cannot recommend that the Board direct the parties to include in their contract the provisions for overtime pay proposed by the Union. However, this Panel feels that the Board might urge the parties to write into their contract the same provisions which were in the last contract, which provisions the Company seems willing to apply; that is, overtime pay for all hours over forty eight in any week or nine in any day, whichever is greater, at the rate of time and one-half the regular rate.

2. Equal Pay for Women

A. Union Proposal

That the contract contain a clause providing that the regular scale of wages for skilled and semi-skilled male workers be applied to women workers when they are placed on such jobs.

B. Union Position

1. That such provision is just and equitable;
2. That such provision is in accord with Board policy.

C. Company's Position

1. That this was not certified as an issue to be considered so far as this Company is concerned;

2. That such provision is unnecessary, for the Company already pays women the same scale of wages it pays men whenever women are placed on jobs usually performed by men.

D. Discussion

The Union, in its brief, indicated that the matter of equal pay for women was an issue between the parties. The Company, in its brief, did not touch upon the matter. The Company contended at the hearing that it was not properly being presented as an issue and yet it accepted it as an issue by joining in argument upon it. This Panel, in its discretion, has treated the matter as an issue in dispute.

That such provision as that proposed by the Union is a fair and equitable provision and that it is in accord with settled Board policy to direct the inclusion of such clause in collective bargaining contracts, are almost axioms which this Panel accepts without question.

The Company stated that it is already paying women the regular scale paid to men whenever women are placed on men's jobs, and that this makes it unnecessary to include such provision in the contract. Whether or not the Company actually does pay women such wages as paid to men, when women are placed on men's jobs, this Panel feels that it is best to write such provision into the contract.

E. Recommendation

This Panel recommends that the Board direct the parties to include in their contract a provision for equal pay for women, as indicated below in the specific recommendations of this Panel.

3. Wages

A. Maladjustment--The Little Steel Formula

(1) Union Proposal

That an investigation be made to determine whether the increases indicated by the Company can be counted as offset increases under the Little Steel Formula.

(2) Union Position

1. That most of the increases indicated by the Company as having been given since January 1, 1941 were merit or promotional increases which cannot be counted to offset increases permissible under the Little Steel Formula.

(3) Company's Position

1. That the Company has given several general increases to its employees since January 1, 1941 and that these increases can be counted to offset increases permissible under the Little Steel Formula; and that this Formula has been exhausted by such offset increases.

(4) Discussion

The Union contended that only two general increases had been given since January 1, 1941---one on July 15, 1941, for the purpose of adjusting certain rates which were out of line; and one on January 1, 1942, which was the subject matter of the contract made at that time.

The Company introduced data to show that it had given increases at all of its plants on January 1, 1942 in accord with the contract and according to the Union's contention above. The data also indicates increases given at all of the plants at other times. This Panel is satisfied that the data given below indicate general increases which can be counted under the Little Steel Formula as offset increases.

Inasmuch as the average straight time earnings of the employees as of January 1, 1941, the time of giving the increases, and the amounts of the increases differ considerably at each of the five plants of the Company, which are involved in this dispute, this Panel has treated each plant separately below:

Burlington Plant

January 4, 1941--Average straight time earnings of 29 employees-----$ .552

Increase permissible under the Little Steel Formula, 15% of $ .552-- .0828

Offsets:	No. Employees	Increases Given			Offset Increase
5/18/41	29	1 @ 4¢	$ .04		
		1 @ 2½¢	.025		
		12 @ 2¢	.24		
		5 @ 1½¢	.075		
		5 @ 1¢	.05		
		24	.43 ----	$\frac{.43}{29}$	.0148
1/1/42	29	1 @ 10½¢	.105		
		4 @ 10¢	.40		
		3 @ 9¢	.27		
		8 @ 8¢	.64		
		5 @ 7½¢	.375		
		2 @ 6¢	.12		
		3 @ 5½¢	.175		
		2 @ 5¢	.10		
		1 @ 4¢	.04		
		29	2.225 ----	$\frac{2.225}{29}$	.0767

Total Offset Increase...............$ .0915

Lodi Plant

January 4, 1941--Average straight time earnings of 17 employees-----$ .546

Increase permissible under the Little Steel Formula, 15% of $ .546-- .0729

Offsets:	No. Employees	Increases Given			Offset Increase
6/15/41	17	1 @ 3¢	$ .03		
		4 @ 2¢	.08		
		2 @ 1½¢	.03		
		8 @ 1¢	.08		
		15	.22 ----	$\frac{.22}{17}$	.0129
1/1/42	20	1 @ 13½¢	.135		
		1 @ 13¢	.13		
		1 @ 11½¢	.115		
		7 @ 11¢	.77		

Lodi Plant (CONTINUED)

Offsets:	No. Employees	Increases Given			Offset Increase
		3 @ 10¢	.30		
		3 @ 7½¢	.225		
		2 @ 6½¢	.13		
		2 @ 5¢	.10		
		20	1.905	---- $\frac{1.905}{20}$	.09525

Total Offset Increase..............$ .10815

Menomonee Plant

January 4, 1941--Average straight time earnings of 17 employees-----$ .523

Increase permissible under the Little Steel Formula, 15% of $ .523-- .07845

Offsets:	No. Employees	Increases Given			Offset Increase
3/2/41	17	1 @ 2½¢	.025		
		5 @ 2¢	.10		
		1 @ 1½¢	.015		
		3 @ 1¢	.03		
		10	.17	---- $\frac{.17}{17}$	.0100
1/1/42	38	1 @ 15¢	.15		
		3 @ 12½¢	.375		
		7 @ 11½¢	.805		
		1 @ 10½¢	.105		
		3 @ 10¢	.30		
		8 @ 7½¢	.60		
		1 @ 6½¢	.065		
		14 @ 5¢	.70		
		38	3.10	---- $\frac{3.10}{38}$	.0816

Total Offset Increase...............$ .0916

Reedsburg Plant

January 4, 1941--Average straight time earnings of 23 employees-----$ .572

Increase permissible under the Little Steel Formula, 15% of $ .572-- .0858

Offsets:	No. Employees	Increases Given			Offset Increase
6/15/41	24	1 @ 4¢	.04		
		2 @ 3¢	.06		
		1 @ 2½¢	.025		
		10 @ 2¢	.20		
		4 @ 1½¢	.06		
		2 @ 1¢	.02		
		20	.405	---- $\frac{.405}{24}$	.169
1/1/42	27	1 @ 15¢	.15		
		2 @ 14¢	.28		
		3 @ 11¢	.33		
		1 @ 10½¢	.105		
		10 @ 10¢	1.00		

Reedsburg Plant (CONTINUED)

Offsets:	No. Employees	Increases Given			Offset Increase
		1 @ 9½¢	.095		
		2 @ 9¢	.18		
		1 @ 8¢	.08		
		3 @ 7½¢	.225		
		1 @ 7¢	.07		
		2 @ 2½¢	.05		
		27	2.565 ----	$\frac{2.565}{27}$	.0950
9/13/42	27	2 @ 5¢	.10		
		1 @ 4½¢	.045		
		1 @ 4¢	.04		
		1 @ 3¢	.03		
		3 @ 2½¢	.075		
		14 @ 2¢	.28		
		22	.57 ----	$\frac{.57}{27}$	.0211

Total Offset Increase...............$ .1330

Valders Plant

January 4, 1941--Average straight time earnings of 29 employees-----$ .525

Increase permissible under the Little Steel Formula, 15% of $ .525-- .07875

Offsets:	No. Employees	Increases Given			Offset Increase
6/15/41	28	1 @ 3½¢	.035		
		1 @ 3¢	.03		
		3 @ 2½¢	.075		
		14 @ 2¢	.28		
		4 @ 1½¢	.06		
		2 @ 1¢	.02		
		25	.50 ----	$\frac{.50}{28}$	.0179
1/1/42	26	2 @ 13½¢	.27		
		1 @ 12½¢	.125		
		1 @ 12¢	.12		
		2 @ 11½¢	.23		
		10 @ 10¢	1.00		
		2 @ 9½¢	.19		
		1 @ 8½¢	.085		
		2 @ 8¢	.16		
		2 @ 6½¢	.13		
		1 @ 5½¢	.055		
		1 @ 4¢	.04		
		25	2.405 ----	$\frac{2.405}{26}$	.0925

Total Offset Increase..............$ .1104

(5) Recommendation

It is obvious from the above data that, at all of the plants of this Company, the Offset General Increases given by the Company since January 1, 1941 have exceeded the permissible increases under the Little Steel Formula and that no further increase is now permissible under that Formula; and that is the recommendation of this Panel.

B. Intra-Plant Inequities

(1) Union Proposal

That the following classification of jobs be written into the contract between this Company and the Union:

a. Skilled: Pan; Operators of sterilizers, fillers, homogenizers, viscalizers, and separators; Mojonnier Technician; Porchmen; Intake; Kitchen; Labelers; Firemen; Shipping Clerk; Maintenance

b. Semi-Skilled: All secondary employees not covered by sub-sections a or c, including clean-up men; strappers, can forkers, transfermen, and all other employees performing work requiring comparable skill.

c. New General Labor

(2) Union Position

1. That under the present classification some jobs are not properly classified and, therefore, those who work on those jobs do not receive the rate of pay due them.

(3) Company's Position

1. That the present classification of jobs at this Company's plants has been in use for some time and is as fair as any classification could be in this industry.

(4) Discussion

This was the only question involved under the heading of Intra-Plant Inequities. Jobs are classified at the plants of this Company as Skilled, Semi-Skilled, and Common Labor. It was the contention of the Union that certain jobs should receive a higher classification than they have under the present set-up. This would result, of course, in a higher rate of pay for the jobs which are up-graded. The Company objected to the proposal of the Union for classification of jobs, as indicated above.

The Union desired to include the above classification of jobs in the contracts of all of the Companies involved in this hearing. One objective of the Union was to secure uniformity in the industry. This Panel feels that the work at the plants of each of the Companies involved here is not uniform and that the job classification, therefore, cannot be uniform.

This Panel finds also that the parties did not spend sufficient time in negotiation on this matter. It is a matter that should be carefully worked out through negotiation.

(5) Recommendation

This Panel recommends that the Board direct the parties to negotiate further concerning the matter of the classification of jobs at this Company's plants, to the end that all existing intra-plant inequities, based on this matter, be removed.

C. Inter-Plant Inequalities

(1) Union Proposal

That the employees of the Company at each of its plants be given an increase of 7½¢ an hour above their present base rates, in order to remove inter-plant inequalities.

(2) Union Position

1. That the present rates being paid by this Company are below the "sound and tested rates" for the industry in the state of Wisconsin.

(3) Company's Position

1. That the rates presently being paid by the Company are within the "sound and tested rates" in the industry within the state of Wisconsin.

(4) Discussion

The Union contended that the wages paid at the plants of the Company are below the "Sound and Tested Rates" for the industry in the state of Wisconsin. The Union introduced maps showing the location of the plants of this Company in relation to the location of the other Companies' plants which are involved in this dispute, as to the matter of wages. The Union pointed out that not only are all of these Companies in competition with one another, but all of them are in competition with plants of other companies not involved in this dispute, such as the Whitehouse Company, the Pet Company, and the Gehl Company. The Union introduced evidence that indicated that these three named companies had recently secured permission from the War Labor Board to increase their rates and that these rates are well above those paid at the plants of this Company. Also, the Union brought out the fact that one of the companies, joined in this hearing on other issues--the United Milk Products Company--has recently secured permission from the Board to increase its rates to the point proposed by the Union for this Company, as indicated in the Union's proposal above.

At the time of the hearing by this Panel, no stabilized rates had been set by the Board as the official "sound and tested rates" for this industry in the state of Wisconsin. Shortly after the hearing in this case an investigation was made by the Wage Stabilization Division of the Board as to rates being paid in this industry in the state of Wisconsin. A study was made of over sixty plants engaged in the processing of milk products, exclusive of butter and cheese. All plants studied were in the state of Wisconsin. The source of this study was made up of case files (dispute cases and voluntary Form 10's), including union contract data and comparable data submitted in these seven cases. As a result, Temporary Stabilized Rates were set for this industry in the state of Wisconsin.

Following is a table showing the job classification adopted by this Company for its five plants, located at Burlington, Lodi, Menomonee, Reedsburg and Valders, in the state of Wisconsin; the number of employees in each classification as to each of these five plants; present contract rates at each and all plants; average earnings of employees at all plants; the Union's proposed rates; and the Temporary Stabilized Rates fixed by the Board:

JOB CLASSIFICATION	PRESENT CONTRACT RATES	AVERAGE EARNINGS	UNION'S PROPOSED RATES	TEMPORARY STABILIZED RATES	
				FLAT	RANGE
Skilled Labor Burlington---14 Lodi---------12 Menomonee----15 Reedsburg----15 Valders------12	.675	Burlington---.689 Lodi---------.690 Menomonee----.676 Reedsburg----.696 Valders------.693	.75	.70	.65 - .75
Semi-Skilled Labor Burlington---14 Lodi--------- 2 Menomonee----11 Reedsburg---- 6 Valders------ 9	.625	Burlington---.629 Lodi---------.633 Menomonee----.629 Reedsburg----.646 Valders------.640	.70	.65	.60 - .70
Common Labor Men Burlington---12 Lodi--------- 6 Menomonee----18 Reedsburg----21 Valders------14 Women Menomonee----12 Valders------ 6	Men .55-1st 6 mos .575-thereafter Women .45-1st 6 mos .475 thereafter	Men Burlington---.583 Lodi---------.582 Menomonee----.560 Reedsburg----.557 Valders------.558 Women Menomonee----.465 Valders------.50	Men .625-1st 6 mos .65 thereafter Women .525-1st 6 mos. .55 thereafter	.55	.50 - .60 maximum after 6 mos.

The Union also proposed that a range, or spread, be fixed for each of the above classifications--10 cents above the minimum flat rates proposed by the Union in all cases. This would mean that the range for Skilled Labor would be .75-.85; for Semi-Skilled Labor .70-.80; for Common Labor (Men) .65-.75; Common Labor (Women) .55-.65. This Panel feels that this proposal is unjustified for several reasons: First, wages have been commonly fixed in past contracts of the parties on the basis of flat rates; Second, to fix a rate range with a 10¢ spread above the minimum of the flat rates proposed by the Union would create or tend to create intra-plant inequities; Third, the nature of the business is such that each worker, as soon as he indicates that he possesses skill enough, is up-graded to a higher classification with a consequent increase in pay; Fourth, such spread would obviously be unjustifiable on the basis of the range indicated above, as fixed by the Board.

From the above table it will be noted that the average earnings of the workers at all five plants of the Company are generally a little above the contract rates. This is not so as to the majority of workers in the Common Labor classification. In the case of Skilled and Semi-Skilled workers, the average earnings are in all cases below the flat rates fixed by the Board. In the case of Common Labor employees, the average earnings of men are above the flat rate fixed by the Board, but considerably below the rate fixed in the range after six months. This Panel feels that it is justifiable to increase the rates presently paid to Skilled Labor, Semi-Skilled Labor and Common Labor, on the basis of these facts.

It will be noted that, at present, this Company does not employ Truck Drivers. Therefore, this Panel has not considered the rates to be paid to Truck Drivers.

(F) Recommendation

On the basis of the above facts, this Panel recommends: First, that the above stated proposal of the Union for a spread of 10¢ above the minimum of the proposed base rates in all cases, be denied; Second, that, on the basis the Temporary Stabilized Rates fixed by the Board, as indicated in the above table, the Board direct the parties to adopt the following wage scale in their contract; provided the recommendation below under the next heading is denied:

Skilled Labor------------70¢ per hour
Semi-Skilled Labor--------65¢ per hour
Common Labor (All inexperienced labor)
Male-------------------55¢ per hour-1st 6 mos.
60¢ per hour-thereafter
Female-----------------45¢ per hour-1st 6 mos.
50¢ per hour-thereafter

D. Successful Prosecution of the War

(1) Union Proposal

That an increase in pay is justified on the ground that it is necessary for the successful prosecution of the war.

(2) Union Position

1. That this industry is vital to the war effort, and in order to retain employees in the plants of this Company it is necessary that wages be increased.

(3) Company's Position

1. That increases under this heading are not justified except in case of great emergency, and this great emergency does not exist in this industry in Wisconsin.

(4) Discussion

On NOVEMBER 5, 1943, the Tenth Regional War Labor Board, San Francisco, California, approved an increase of 5¢ an hour across-the-board for employees of fifty plants engaged in the processing of powdered milk and evaporated milk and other milk products. This increase was approved on the basis of a Form 10 joint application submitted on behalf of a state-wide association of milk products manufacturers and the unions involved. The increase asked for was 12½ cents an hour on the basis of an already existing rate range of 77½ cents an hour to 87½ cents an hour. The increase was granted on the basis of justification for successful prosecution of the war. The case is Milk Products Manufacturers Association (Oakland, California) and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL (Case No. 10-7210).

The Regional War Labor Board in that case pointed out that only in very rare cases could increases be justified on the basis of successful prosecution of the war. Under the May 12 Directive when it is adequately demonstrated that the "critical needs of war production require the setting of wages at some point above the minimum of the going wage brackets", increases are justified.

Following is an excerpt from the opinion of the Public Members in the above case:

> "The facts in the instant cases show conclusively that a wage increase is necessary if the production of powdered, condensed, and evaporated milk,

> butter and cheese is to be maintained at the proper level. Representatives of the War Manpower Commission, the War Production Board, the War Food Administration, the Army and Navy, appeared before the Regional Board on two separate occasions and stated that the essentiality of the food products produced by the applicant companies is of the highest nature. The country's war-time needs are such that the urgency of producing more and more powdered milk and similar products is clearly apparent, and all possible steps have been taken to maintain production. The representatives of the War Food Administration stated that, 'Regardless of any classifications that may be made of the essentiality of various foods, there is no higher requirement nationally than milk.' The War Manpower Commission and the War Production Board representatives stated unequivocally that it is of the greatest importance that the employees remain on the job in the milk industry, and they further argued that this could be accomplished only by granting wage increases. Army and navy officials stressed the needs of the armed forces and insisted that production was at a critical stage." (Underscoring above is this Panel's.)

While representatives of the War Manpower Commission, the War Production Board, the War Food Administration, the Army and Navy, did not appear before this Panel as they did before the Board in the case above, yet it was plainly brought out by the Union and not seriously denied by the Company, that this Company and others combined at this hearing are engaged in furnishing these products which are vital to the war effort. It was established that any loss of manpower in such plants must necessarily result in substantial impairment of this important war work. The wages paid in the plants of this Company are lower than wages paid in war industries in the area. Large ordnance plants, shipbuilding yards, and heavy industries engaged in war production are found in this area. This Company and others have been losing men and will continue to lose them to these other plants if proper wages are not paid.

(5) Recommendation

On this basis--successful prosecution of the war--this Panel recommends that the Board direct an increase of 2½¢ an hour across-the-board to the workers of this Company at all of its plants, this to be in addition to the increase of 2½¢ an hour, recommended above under the heading of Inter-Plant Inequalities. The total increases recommended on both bases would result as follows:

Skilled Labor------------------72½¢ per hour
Semi-Skilled Labor-------------67½¢ per hour
Common Labor (All inexperienced labor)
    Male-----------------------55¢ per hour-1st 6 mos.
    62½¢ per hour-thereafter
    Female---------------------45¢ per hour-1st 6 mos.
    52½¢ per hour-thereafter

E. Sub-Standard Wages

No serious question was raised on the basis of sub-standard wages, and this Panel makes no recommendation on this basis.

F. Retroactivity

The Union asked that any increase in wages directed by the Board be made retroactive to the termination of the contract of 1942; that is, January 1, 1943. The Company asked that any increases granted should only apply from the date such Order is given by the Board. It has been stated above that the parties to this dispute have agreed upon every provision for the 1943 contract, except as to issue submitted to this Panel, and that a contract embodying such agreement was signed by the parties and they have been operating under that contract. Furthermore, the decision in this case has been delayed until now it is time to make the 1944 contract. It is the thought of this Panel that it would be quite unfair to the Company to make any increases retroactive to January 1, 1943.

It is the recommendation of this Panel, therefore, that any increases resulting from Directives of the Board be made retroactive to the date of the certification of this case to the National War Labor Board, that is, June 22, 1943.

This Panel further recommends that the Board direct the parties to include in their contract a provision giving either party the right, once during the period covered by the contract, to open up the matter of Wages, by giving ten (10) days' notice of a desire to do so.

Specific Recommendations of the Panel

1. Overtime Pay

That the proposal of the Union for overtime pay at the rate of time and one-half the regular rate for all hours worked after forty hours in any work-week, or after eight hours in any day, be denied; but that the Board urge the parties to adopt the provisions for overtime pay found in their contract of 1942, to the end that this Company may operate in uniformity with the majority of the companies in this area, in this particular industry.

2. Equal Pay for Women

That the Board direct the parties to include in their contract the following:

> "The Company will pay women the wage rates paid to men for comparable quality and quantity of work on the same or similar operations in the same plant, in accord with General Order #16 of the National War Labor Board and the interpretations thereof. Any dispute arising from the application thereof shall be made subject to the grievance procedure of the present contract."

3. Wages

A. Maladjustment--The Little Steel Formula

That the Board deny the proposal of the Union for any increase on the basis of the application of the Little Steel Formula, as that Formula has been exhausted by general increases given by the Company since January 1, 1941.

B. Intra-Plant Inequities

That the Board direct the parties to negotiate further concerning the matter of classification of jobs at this Company's plant, to the end that all existing intra-plant inequities, based on this matter, be removed.

C. Inter-Plant Inequities

(1) That the Board direct the parties to include in their contract the following wage schedule, provided recommendation (D), this heading, is denied.

Skilled Labor	70¢	per hour
Semi-Skilled Labor	65¢	per hour
Common Labor (New inexperienced Labor)		
Male	55¢	per hour-1st 6 mos.
	60¢	per hour-thereafter
Female	45¢	per hour-1st 6 mos.
	50¢	per hour-thereafter

(2) That the Board deny the proposal of the Union for 10¢ spread above the minimum base rate fixed in the contract for each classification.

D. Successful Prosecution of the War

That the Board direct the parties to include in their contract a provision for an increase of 2½¢ per hour, across-the-board, in addition to the increase recommended under (c), this heading, so that the wage schedule on both bases will be:

Skilled Labor	72½¢	per hour
Semi-Skilled Labor	67½¢	per hour
Common Labor (New inexperienced Labor)		
Male	55¢	per hour-1st 6 mos.
	62½¢	per hour-thereafter
Female	45¢	per hour-1st 6 mos.
	52½¢	per hour thereafter

E. Retroactivity

That any increases resulting from Directives of the Board be made retroactive to the date of the certification of this case to the National War Labor Board; that is, June 22, 1943.

That the Board direct the parties to include in their contract a provision giving either party to the contract the right to open up the matter of Wages by giving ten (10) days' notice of the desire to do so once during the period covered by the contract.

Respectfully submitted,

/s/ Harry D. Taft
Public Member

/s/ Gavin W. McKerrow
Industry Member
(Except as noted in dissenting opinion)

/s/ Arthur Olsen
Labor Member

DISSENTING OPINION OF INDUSTRY MEMBER

I agree to all recommendations made by the Panel, except Section D--Successful Prosecution of the War. My reasons for not agreeing with the conclusions reached in this Section are as follows:

(1) It has been possible to secure and maintain an adequate labor supply for the handling of the milk products made by this Company without this increase. California conditions are entirely different from Wisconsin conditions and this is substantiated by the fact that no Form 10 Joint Application was submitted in this case. In fact, I think that such raise in view of existing rates on farms and in cooperative creameries might hinder rather than help the "Successful Prosecution of the War." Increases under this heading are not justified, except in case of great emergency and this great emergency did not exist in this industry in Wisconsin.

Respectfully submitted,

/s/ Gavin W. McKerrow
Panel Member

DISSENTING OPINION OF LABOR MEMBER COVERING THE FOLLOWING CASES BEFORE THE NATIONAL WAR LABOR BOARD, REGION SIX:

Armour and Company	Case No. 111-2289-D
Borden Company	Case No. 111-2837-D
Carnation Company	Case No. 111-2762-D
" "	" "
" "	" "
" "	" "
" "	" "
" "	" "
" "	" "
Nestle's Milk Products, Inc.	Case No. 111-2250-D
" "	" "
" "	" "
" "	" "
" "	" "
Union Dairies, Inc.	Case No. 111-4247-D
United Milk Products Co.	Case No. 111-2399-D
" "	" "
" "	" "
" "	" "

Gentlemen:

I respectfully submit for your consideration the following dissenting opinion and request that my signature on the panel recommendations be recommendations be recognized only as concurrence in the items not specifically covered by this dissenting opinion.

In the interest of economy and brevity, I am embodying the basis of my dissent on all matters affecting all of these cases in a uniform manner in the opinion covering the Armour Case and I request that you consider this basis of dissent as applying to all of these cases affected in a similar manner.

Armour Company Case #111-2289-D

A. Wages

The Panel report finds that under the Little Steel Formula the 15% permissible increase has been exhausted as a result of general increases granted since January 1, 1941, and that, therefore, the employees of this Company are not entitled to any general increase in wages as a correction of maladjustments. It seems to me that mere examination of the history of wage increases demonstrates that the increases which have been offset against the permissible 15% under the Little Steel Formula are either individual, merit, promotion or length of service increases, as well as increases resulting from re-classifications. The increases granted vary from 1¢ per hour to 10¢ pe hour which in my opinion demonstrates that there was no uniformity in these increases, and that other considerations must have played an important part in granting such increases. It must be remembered that in 1942 for the first time definite work classifications were embodied in the contract, and that at that time it became necessary to make a number of adjustments, in order to conform with such classifications. It is, therefore, my opinion that it is extremely questionable whether, under such circumstances, these employees have had the full advantage of the Little Steel Formula.

In establishing new contract scales the panel report has followed the temporary stabilized rates which have been established by the Sixth Regional War Labor Board. It is my understanding that these rates were established by independent investigation, and that the UNION had no opportunity to present its position with respect to such rates. The UNION presented testimony and evidence demonstrating that the various local organizations affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America represent 85% to 90% of the employees employed by condenseries and powder milk companies in the Wisconsin area, and that a majority of such employees already enjoy rates of pay which are higher than those established as temporary stabilized rates by the Board, and recommended in the panel report. Under such circumstances, it is, in my opinion, unjust to be guided by the temporary stabilized rates, particularly in this series of cases now before this Panel where our determinations and studies cannot help but have a direct and material effect upon the establishment of such rates. For example, the total number of employees involved in the cases before the Panel (employees of the Armour & Company, Borden Company, Carnation Milk Company, Evangeline Milk Company, Nestle Milk Products Inc., Union Dairy, and United Milk Company) approximates 800. Of these companies, employing 800 employees, United Milk Company employing approximately 100 employees has already been granted permission by the Regional War Labor Board to grant a 7½¢ general increase across-the-board to all employees, and the Board has approved contract classifications of 75¢ per hour for skilled employees, 70¢ per hour for semi-skilled, and 65¢ per hour for new or inexperienced labor. This, therefore, means that the Panel's recommendations deal with some 700 employees of the industry, insofar as wage rates are concerned. On the other hand, the Regional War Labor Board, prior to the time that these cases were considered by this Panel, had established wage rates and contract scales for over 750 employees of the United Milk Company, Whitehouse Milk Company, and Pet Milk Company, which scales are higher than those recommended by the Panel, and higher than those established as temporary stabilized rates by the Board, and which general increases vary from 5¢ to 7½¢ per hour.

All of the above named condenseries and powder milk companies (those involved in the dispute before the Panel, and others named) are located in the mideastern and southeastern part of the state of Wisconsin, and can properly be considered in the same area; all compete one with the other for employees and for the same markets; all are under contract with the various agencies of the United States Government for the supplying of an essential food product. The adoption of the temporary stabilized rate, therefore, results in a creation of gross inequities between these Companies and gives rise to rare and unusual circumstances, which would justify the adoption of higher flat rates.

The pertinent figures introduced by the UNION with respect to wage rates of the companies not involved in the instant dispute and general increases granted to such companies demonstrated the following:

At the United Milk Company, at which there are 100 employees, the Sixth Regional Labor Board in Case No. 65041, approved skilled rates at 75¢ per hour, semi-skilled at 70¢ per hour, and common or new inexperienced labor at 65¢ per hour. The Board also granted a 7½¢ general increase, and all of the increases resulting were retroactive to the expiration of the agreement. This was done by the Board despite the fact that prior to the approval, the employees had already enjoyed an increase of 25% in their average straight time earnings over the straight time earnings of January 1, 1941, and despite the fact that the rates of straight time earnings of the employees prior to the approval ranged from 77½ to 87½¢ per hour.

At the Whitehouse Milk Company involving over 300 employees, the Sixth Regional War Labor Board in Case No. 6-6437, approved the same rates as set forth above for the United, and granted a similar increase of 5¢ per hour, all such increases being retroactive to the expiration date of the contract.

This approval was granted despite the fact that the employees had already received more than a 15% increase over the average straight time hourly earnings prevailing on January 1, 1941, and despite the fact that the Company pays time and one-half for all overtime after 40 hours a week, and despite the fact that as a result of the approval the average straight time earnings for the skilled labor rates rose to 80¢ per hour.

At the Pet Milk Company employing over 350 people, the Sixth Regional War Labor Board; in Cases No. 6-8397 and No. 6-10829, approved a general increase of 5¢ per hour, established a general labor rate starting at 53¢ and going to 65½¢ an hour for males, and starting at 45¢ and going to 55½¢ an hour for females. This approval was granted despite the fact that the employees had already enjoyed increases of 25% since January 1, 1941, and despite the fact that the Company was already paying overtime after 40 hours a week. The increases granted by the Board resulted in skilled employees getting from 71¢ to 90¢ an hour, semi-skilled get 66¢ to 70¢ an hour, common male get from 64 to 67¢ an hour, and common female from 50 to 58¢ per hour, truck drivers after the increase were getting from 80 to 87½¢ an hour.

These 3 Companies above mentioned employ in excess of 700 employees. There are approximately 700 employees involved in the dispute cases which are before this Panel dealing with wage rate. Additionally, the figures showed that at the Carnation Company the average straight time hourly earnings as of October 2, 1943 are already in excess of the scales recommended in the Panel's report. The bulk of the skilled employees of the Carnation Company are earning from 73 to 78¢ an hour, and the bulk of the unskilled employees of the Carnation Company are earning from 66¢ to 70¢ an hour. If we were, therefore, to take the 350 employees of the Carnation Company from the Group of 700 who are involved in the disputed cases relating to the increases and add that figure to the 750 employed at the Whitehouse, Pet, and United, whose scales are higher than those recommended, and who have received general increases of 5¢ to 7½¢ an hour, we now find that there are approximately 1100 employees within the industry and within the same competitive area who are now receiving higher wage scales than those recommended and we find only 350 who are at present receiving within one or two cents per hour from the proposed wage scales.

I, therefore, believe that the temporary stabilized rates are not realistic and do not constitute a sound basis upon which to rest wage adjustments in these cases.

I also believe that the evidence introduced at the hearings will support my views on this question and also it will show that the adoption of the wage recommendation contained in the panel report would result in gross inequities within the industry.

I further believe that the wage question involved in this case comes within the category of rare and unusual cases and should be considered as such.

The above observations and comparisons are equally pertinent with respect to the recommendations of the Panel's report which will result in the 2½¢ general increase, and an additional 2½¢ on the contract scale. More than one-half of the employees in the industry have in the past enjoyed increases from 5¢ to 7½¢ per hour as approved by the Sixth Regional War Labor Board, and 650 of such employees are getting time and one-half as an overtime rate for all hours over 40 in one week. The Panel's recommendation does not even begin to reconcile and correct such gross inequities. This difference in treatment of employees employed in the same industry and in the same general area can result only in gross dissatisfaction on the part of the employees involved in this case, and the other cases which are before the Panel, and cannot help but lead to disturbances, changes or in dislocation of employment and dissatisfactions, which will seriously impair the effective prosecution of the war.

It is hardly necessary to point out that the state of Wisconsin is probably the largest single producer of milk products of all of the states in the Union. In the production of evaporated milk alone, according to the figures issued by the Wisconsin State Department of Agriculture for 1943, Wisconsin produces more than 34% of the United States total. The importance of the product is pointed out in the report of the Panel by reference to the Milk Products Manufacturers Association case decided by the Tenth Regional War Labor Board. Full recognition was given to the importance of the product and its essentiality insofar as the war effort is concerned, and in that case a general increase of 5¢ an hour was granted to employees whose scale prior to the increase ran from 77½¢ to 87½¢ per hour, which scale is greatly in excess of that recommended by the Panel in this case.

In my opinion, the Union in this case has advanced an equally strong reason and evidence to justify its request for a 7½¢ across-the-board increase as any presented in the California case. We would be blinking our eyes to the realities of the situation if we did not realize that to adopt the minor adjustments contained in the recommendations of the Panel would be to invite openly the employees involved either to transfer their employment to those condenseries and powder milk establishments at which the Board has approved substantially higher rates, or to the large war plants within easy radius of their present places of employment rather than to stay in this essential industry. There remains one more pertinent observation with respect to wages, and that is that the Armour Company offered a 5¢ across-the-board increase prior to the certification to the War Labor Board. This was turned down by the Union as inadequate, particularly in view of the fact that the Sixth Regional War Labor Board had approved higher increases and higher wage scales than those offered by the Company. To now give the employees less than what they have originally been offered by the Company is to test the confidence of the employees beyond reasonable limits.

It is my opinion that the recommendations in the Panel's report with respect to wage scales and general increases in view of prior action by the Sixth Regional War Labor Board granting higher scales and larger general increases to a majority of the employees in the industry cannot be justified either under the wage stabilization program or by the process of logical reasoning.

B. Retroactive Pay

The past practice of this Company, as evidenced by what happened in 1942, has been to make wage increases retroactive to the effective date of the contract. No sound reason has been advanced either by the Company or in the Panel's report which would justify a retroactive date other than the termination date of the old contract. As I understand the policy of the Board, it is to make wage increases and wage rates retroactive to the expiration date of the old agreement. I think it is also important that the retroactive date of the wage increases should be uniform for all companies, since the dispute with the companies is essentially the same, and since the Unions have been seeking to arrive at a uniform agreement for all members in all companies. The recommendations of the Panel in this and related cases before the Panel result in different dates of retroactivity because of different dates of certification to the War Labor Board. The different date of certification certainly is not the responsibility or the fault of the Unions involved. Most of the contracts expired as of December 31, 1942, and contracts were reopened at that time in accordance with the provisions of the contract for negotiation. In many of the companies there was in fact a written agreement signed, bearing as of the effective date, January 1, 1943. The wage rates and general increases should also be effective as of that date.

Additionally, the representatives of the Union pointed out at the panel hearings that the turnover of employees had not been greater or more pronounced because of the hope and expectation of the employees that the new scales and general increases would be retroactive to the expiration date of the old agreement. To fail to do so is to provide additional basis for dislocation of employment in this essential industry.

Finally, it must be pointed out that the companies and the Unions are now in negotiation with respect to the 1944 contract. Since the policy of the Board is to forbid any further adjustment in wages for the six months following the date of the Directive Order of the Board, this would mean that instead of enjoying the full benefit of the wage increases for two full contract terms the employees would be deprived of at least six months of benefits.

C. Overtime

The Panel's report not only refuses the request of the Union for overtime pay after 40 hours in one week, but refuses to recommend the continuance of the old overtime rates of pay after 48 hours in any one week, and over 9 hours in any one day. Apparently, it is the feeling of the Majority of the Panel that neither it nor the War Labor Board has the authority to order overtime payment for employees of companies that are specifically exempted from the provisions of the Fair Labor Standards Act. I believe that this is a misconception of the authority and power of the Board. I know that in other cases dealing with employees in companies that are specifically exempted in the operation of the provision of the Fair Labor Standards Act, such as truck drivers subject to the rules and regulations of the Interstate Commerce Commission, the Trucking Panel and the National War Labor Board have ordered the payment of overtime rates. I do not believe that the fact that the Fair Labor Standards Act exempts these companies from its provisions makes the War Labor Board powerless to settle and adjust disputes by ordering the payment of overtime, and I do not believe that to make such order would be in violation of the Fair Labor Standards Act.

If the limited increases recommended in the Panel's report are to stand, then the Company should be required to pay time and one-half after 40 hours in one week, as is being done at the Pet Milk Company and the Whitehouse Milk Company. If further increases are ordered by the Board, in my opinion, then, it is proper for the Board to order the continuance of the old overtime rates providing for time and one-half after 48 hours in one week or after 9 hours in one day.

It seems to me that to permit the Company to discontinue the overtime practices which have been in effect would result in a wage cut contrary to the Stabilization Laws and Directives.

Borden Company Case No. 111-2837-D-omitted from this dissenting report.
Carnation Company Case No. 111-2762-D-omitted from this dissenting report.
Nestle Milk Company Case No. 111-2250-D

My dissent in the Armour Company case with respect to wages, overtime, and retroactive date applies also to the recommendations in the Panel's report in this case.

Here, too, many employees are already getting as much as has been recommended in the Panel's report and the Company prior to the hearing apparently had offered an increase of 5 cents per hour retroactive to January 1, 1943.

Union Dairy Case No. 111-4247-D-omitted from this dissenting report.

United Milk Case No. 111-2399-D-omitted from this dissenting report.

Respectfully submitted,

/s/ Arthur Olsen
Labor Member

WB copy

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL WAR LABOR BOARD
REGION VI

In the Matter of :
:
NOBLITT-SPARKS INDUSTRIES, INC., : CASE NO. 111-4806-D
(Seymour, Indiana) :
:
and :
:
INTERNATIONAL UNION, UNITED AUTOMOBILE, :
AIRCRAFT AND AGRICULTURAL IMPLEMENT : June 15, 1944
WORKERS OF AMERICA, LOCAL #97, CIO :

Equal Pay -
See page 2 & 3 for
discussion of wage determination
Auto parts - 4 towns Indiana
~~Indiana~~
Sheet metal & radios.

REPORT AND RECOMMENDATION OF PANEL

The Parties

The Company

The Company has two plants in Seymour, Indiana; five plants in Columbus, Indiana; two plants in Franklin, Indiana; and one plant in Vincennes, Indiana. It is employing altogether at this time approximately 3,500 employees. On January 1, 1941 the Company was engaged almost entirely in the manufacture of peace-time products, including automotive parts which were sold to large automobile manufacturers, car and home radios, automobile heaters, electric room heaters, and metal furniture.

After January 1, 1941, conversion to the manufacture of wartime products was gradually effected, until now substantially all of the production of the Company is devoted to such products. The war products being manufactured include the following: Anti-tank mines, radio communications equipment, ammunition cans, and water and gasoline cans, parts used on tanks, trucks and jeeps, reels used by the signal corps and devices employed in the transportation of motorized equipment by airplane. Of the 3,500 employees of the Company, approximately 600 are employed in the Company's plants at Seymour, Indiana. The North Plant at Seymour, Indiana, is devoted essentially to the manufacture of sheet metal products, and the South Plant essentially to the components of radio communications equipment.

The Union

The Union became the representative of the employees in the Company's North Plant in Seymour, Indiana, as the result of a consent election conducted by the National War Labor Board in 1942. This election followed an organizational campaign by both the C.I.O. and the A.F. of L., in which the C.I.O. was successful. After the certification of the C.I.O. Union, collective bargaining ensued, resulting on September 5, 1942 in the execution of a contract.

History of Relations between Company and Union

Background

The National War Labor Board by decision and certification of representation, dated May 4, 1942, having found that the International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, Local #97, C.I.O. received a majority of the valid ballots cast in the consent election held on April 7, 1942 at Seymour, Indiana, plant of the Noblitt-Sparks Industries, Inc., was, therefore, entitled to be recognized as the exclusive bargaining agency for all of the employees covered by the agreement. The Noblitt-Sparks Industries, Inc., in said agreement, agreed to recognize Local Union #97, International Union, United Automobile, Aircraft and Agricultural Implement Workers of America, affiliated with the C.I.O., as the exclusive bargaining agency on all the Company's employees in their Seymour plants, except supervisory and clerical employees, for the purpose of collective bargaining with respect to the rates of pay, hours of work and other conditions of employment, and for the purpose of adjusting grievances and complaints.

After the certification of the Union, collective bargaining ensued, resulting on September 5, 1942, in the execution of a contract between the parties. Prior to August 5, 1943, the Union gave notice of a desire for changes in the contract, following which negotiations ensued resulting in an agreement on all points except those now in issue in this case. After receiving the Union's request for negotiations concerning a new contract, a conference was arranged for August 26, 1943. Following such meeting, additional conferences were had, until it became evident that complete agreement could not be reached and the assistance of the Conciliation Service of the United States

Department of Labor was invoked. Accordingly, on September 30, 1943, a conference was held at Seymour, Indiana, between representatives of the Company and the Union with Arthur H. Pierson, Conciliation Commissioner, presiding. Another conference was held on the 22d of October, with Mr. Pierson present and subsequently the matter was certified to the Board on November 4, 1943.

The Board appointed a Panel to hear the three issues in dispute. Said Panel sat at Seymour, Indiana, on Thursday, February 3, 1944. This Panel consisted of Raymond A. Kinzie, Chairman, Guy A. Wainwright, Industry Representative and A. C. Skinner, Labor Representative. Mr. Theodore Brimm, Panel Consultant, Disputes Division, 6th Regional War Labor Board, sat with the Panel.

Issues

I. Female Rates with Retroactive Date
II. Vacation in Lieu of Present Bonus
III. Overtime for 6th Consecutive Day as Such

I. Female Rates with Retroactive Date

A. Union's Position

(1) That male help shall not be replaced by female help for the purpose of reducing rates;

(2) That all female help now working on jobs formerly performed by male help shall receive the same rate of compensation as male help doing the same work;

(3) That rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations;

(4) That any dispute arising as to the question of quality, quantity, or comparability, as herein defined, shall be subject to final determination by an arbitrator appointed by the National War Labor Board, the United States Conciliation Service or the Indiana State Division of Labor.

B. Company's Position

(1) That it is impossible to measure accurately the quantity and quality of work performed by various employees in the North Plant;

(2) That the practical solution to the problem is that the historical and traditional differentials that have been evolved throughout the years should be maintained;

(3) That the established ten cents (10¢) per hour historical and traditional differential is based on sound and valid reasons and is fair to both men and women employees and should be continued in effect.

C. Discussion

Mr. Bartee, representing the Union, cited a number of United States War Labor Board Bulletins, Indianapolis Star newspaper, some State bulletins and Mary Anderson of the Women's Department of Labor. He argued that equal pay for equal work had been coming for years, and, as a matter of industrial policy, cited General Order #16 and a number of cases; among which were General Motors, Case 125, the Aircraft Industry cases and the Fair Labor Standards Act. All of which he claimed were merely the consummation of the struggle over many years for women to receive equal pay for equal work with men. He pointed out that no women were employed in the plant eight years prior to the fall of 1943; that the increase of 10¢ per hour would only bring their rate up to men's rates. Mr. Bartee felt that the employees were entitled to have the increased rate effective as of September 5, 1943, which was the expiration of the first contract entered into by the Company. Mr. Bartee made the statement that since the war the abolition of female differentials has become practically universal.

The Company makes a significant statement on Page 20 of the Company's Evidence and Comments, which reads as follows: "The Company, during the bargaining period, found that the nature of its operations was such that it was impossible to measure accurately the quality and quantity of the work performed by the various employees in the North Plant and that the granting of differentials should be maintained.

Mr. Wilde, representing the Noblitt-Sparks Industries, Inc., discussed many of the problems that are involved in the employment of the female workers. He maintained that historically the Company's various plants operated on a differential between the wages paid men and the wages paid women. He pointed out that in the original contract with the Company, dated September 5, 1942, the method of employing women was discussed and this historical and traditional differential had been incorporated in the agreement between the parties. He made a point that the presently prevalent base rates on both men and women are now 5¢ in excess of those set out in the contract entered into by the Company and the Union on September 5, 1942. This increase was made on an application of Form 10 during the first half of 1943.

Mr. Wilde further showed that in the Noblitt-Sparks plants, men provided greater volume in manufacturing operations; men are potential candidates for more difficult jobs which women cannot and should not perform. Men can be depended upon for much longer service in the industry than women; that there was a greater degree of absenteeism among women than men; that the potentialities of men as supervisors of both men and women are much greater than those of women. That men, as a class, have more inherent mechanical skill and aptitude than women. That men require less constant attention from supervisors than women. That the employment of women requires the furnishing of additional rest rooms and other facilities. That the employment of women has entailed greatly increased repair and maintenance costs. That the employment of women entails increased inspection costs. That the employment of women in the North Plant at Seymour has resulted in a marked decrease in productivity; and Mr. Wilde made note that the Company appreciated the value of women workers. Mr. Wilde points out that the wage differential is neither unique nor unusual and he gave a detailed summary of the bargaining for women's rates with the Union. Mr. Wilde wants it understood that the Company appreciates the value of women workers.

In the meeting of the Panel on March 10, 1944 in Chicago, the arguments for both the Company and the Union consumed the greater part of the day. At this Panel meeting were Guy A. Wainwright, representing industry; A. C. Skinner, representing the Union, and R. A. Kinzie, acting as Chairman of the Panel. The Chairman pointed out that while there was considerable to be said in favor of Mr. Wilde's arguments, as above set forth, nevertheless, they really were collateral to the problem poised; i.e., were the women producing in quality and quantity equally with the men they replaced? The Chairman pointed out that since the Company was in possession of records and had immediate access to and from the plants, they were in a better position to meet the issue directly; and that since the Union could only be admitted to the plants on application, or by invitation they were not in a position to disprove the Company's position; viz., to wit: that the women employed in the plant were not doing equal work with men in the same or similar positions.

The Chairman felt that the Company, in all fairness, should have had the burden of proof. Instances where women fell short of the quality and quantity attained by men employees should have been adduced by the Company to prove their contention. Instead, the method of disproving the statement that women produced the same as men was attempted by showing many factors incidental to production which, nevertheless, were reflected in the final cost of production and in production.

There was some discussion as to when the equal rates or equal pay should apply in case the Panel decided to recommend them. Mr. Wainwright of the Panel, representing Industry, felt that the effective date should be the date the Directive Order was issued. Mr. Skinner held this point in reserve, but was inclined to agree with Mr. Wainwright. The Chairman of the Panel, Mr. Kinzie, has since learned that the National War Labor Board has an established policy for retroactive dates.

In a letter dated August 16, 1943 over the signature of Lloyd K. Garrison, the policy is set out as follows; "The National Board has developed a policy, from which it now rarely deviates in setting the date on which wage increases take effect. This policy, which it expects its agencies to follow is:

"(1) To use the date agreed upon by the parties or fixed by the contract, or, in the absence of such agreement, the date of the expiration of a previous agreement governing the same bargaining unit."

D. Recommendation

It is, therefore, the recommendation of the Panel;

1. That where a job has been historically a man's job and where women have replaced men, no rate differential should be established because of this change, unless it is clearly shown that the change from male to female labor has resulted in less production per employee;

2. That any dispute arising as to the question of quantity, quality, or comparability of production shall be adjusted by Article V (Grievance Procedure) of the agreement entered into by and between Noblitt-Sparks Industries, Inc., and Local Union #97 U.A.W.-C.I.O., on September 5, 1942. In the event that the grievance cannot be adjusted by Article V, then the matter is to be referred to the National War Labor Board;

3. That in keeping with the National Board's well-settled policy, the effective date of "Female rates with retroactive date" should be as of the date the contract between the parties expired; viz., September 5, 1943.

The Industry Member, Mr. Wainwright, dissents as to the effective date of the equal pay being made retroactive to September 5, 1943.

II. Vacation in Lieu of Present Bonus

A. Union's Position

1. That the Company since 1939 has given a voluntary Christmas bonus to eligible employees, amounting to one (1) forty-hour week's pay at the regular hourly base rate;

2. That the Union wishes to exchange this Christmas bonus for a vacation with pay;

3. That it is more satisfactory to have a binding vacation with pay than a bonus which is voluntary;

4. That a vacation with pay provides a yearly rest period.

B. Company's Position

1. That it prefers the Christmas bonus, since it rests on the sensible basis of payment when the Company has money enough to pay it;

2. That voluntary lay-offs through the working year provide adequate rest periods for the employees;

3. That it inaugurates a precedent which might commit the plant to a policy it cannot financially support, since there is no discretion left to the Company to eliminate it.

C. Discussion

Mr. Wilde for the Company was anxious to dispel any opinion of niggardliness on its part, pointing out that the Company had the welfare of its employees at heart. In support of this, he stated that the Company has for some years provided eligible employees with life, health and accident insurance without a penny of cost to the employees. The Company feels that singling it out for "a vacation with pay" burdens it to the exclusion of other plants in the same industrial area and is unfair. Why should Noblitt-Sparks be picked out to initiate innovations in this industrial area?

Mr. Bartee, speaking for the Union, stressed in his argument that vacations with pay are just another of the conditions which labor has sought for through the years, and that it is only now being belatedly realized. He said that industry in general has conceded that vacations with pay, pay dividends to the factories that have installed them; that they make for good will, build morale, and have a savory reaction physically and psychologically. Mr. Bartee cited instances throughout the state of Indiana and the nation where vacations with pay are expected as a matter of course in the employer-employee relationship, and that the War has only accelerated the acceptance of this position by employers generally. The Union wanted the Company to adopt Article VII of the Agreement between the Marmon-Herrington Co., Inc., and its employees. This plan is set up in said agreement as follows:

"ARTICLE VII -- VACATIONS

"Section 1.
Eligibility

All employees who, as of June 30 have completed one (1) or more years of service shall be permitted to take vacations with pay, as shown in the following tabulation:

"1 year	6 days	48 hours' pay
2 years	7 "	56 " "
3 "	8 "	64 " "
4 "	9 "	72 " "
5 "	10 "	80 " "
6 "	11 "	38 " "
7 "	12 "	96 " "

"Section 2.
Vacation Pay

Vacation pay shall be the number of hours shown in Section 1 of this Article, times the employee's rate the last week in June of that year.

"Section 3.
Short Service
Employees

Employees with less than one (1) year's service shall be allowed one (1) day's vacation for each two (2) months' service with pay at June 30 hourly rate and eight (8) hours per day for each day's vacation.

"Section 4.
Vacation
Season

All vacations shall be taken between July 15th and September 30th of each year and must be arranged for in advance with the foreman."

Mr. Wainwright, of the Panel, said that his company (The Diamond Chain Company) has given vacations with pay for some years, and that it was one of the first to do so in the state of Indiana; that the Company found it a wholesome practice. Mr. Wainwright felt, however, that his own Company's position should not serve as a criterion for industry throughout the state, and was only agreeing to it in this (Noblitt-Sparks) instance because of certain peculiar circumstances; viz., that the Noblitt-Sparks Company had already initiated a policy of Christmas bonus payments, and that the exchange for a vacation with pay would not entail a burdensome hardship.

The Chairman of the Panel learned that it is the National War Labor Board's policy in the absence of any vacation policy to grant one week of vacation with pay for one year's continuous service (citing Summary of Significant Board Actions of November 1, 1943, at Page 3).

D. Recommendation

That it is the unanimous recommendation of the Panel that the employees of Noblitt-Sparks Industries, Inc., have inserted in their contract with the Company the following clause:

'All employees, who as of January 1, 1944 have completed one or more years of service, shall be permitted to take vacations with pay as follows:

"One year -- 6 working days -- 40 hours' pay
Six years -- 12 working days -- 80 hours' pay"

As to the payment of a Christmas bonus, the Panel recommends that the payment of it remain within the discretion of the Company.

III. Overtime for 6th Consecutive Day as Such

A. Union's Position

1. That all hours of work on the sixth day of work in a regularly scheduled

work-week shall be paid at the rate of time and one-half;

2. That no particular number of hours be worked in a day to be regarded as a day's work for the purpose of computing the sixth day of work in a work-week;

3. That full days of absence, because of designated holidays, lack of work, injury in the plant, ordered appearance by a Draft Board, service on a Government Board, and the absence of union officers and stewards on union business shall be counted as a day's work for the purpose of computing the sixth day of work in a work-week.

B. Company's Position

1. That eight (8) hours constitutes a work day and forty hours a work-week, and that all hours of work in excess eight (8) hours in one day, or forty (40) hours in any one work-week, shall be paid for at time and one-half.

C. Discussion

Mr. Wilde argued that the Company was firmly opposed to the proposition that time and one-half should be paid for the sixth consecutive day as such. He contended that such a policy was an open incentive for absenteeism and permanent in its effect and that General Order #9240 does not contemplate that any industry must accept this. He further contended that General Order #9240 is proper if it becomes part of the contract between the parties but since in this instance it was not part of the contract, the Company was not bound as if it were mandatory in its nature.

The Union's position was that U.A.W.-C.I.O. was one of the first organizations to discontinue the practice of demanding time and one-half for work on Saturday as such. This was done for the purpose of speeding up war production by encouraging the workers to put in a full week and not be absent from work for personal reasons; but the Union believes that lost time because of a designated holiday when the Company chooses not to work, lack of work, injury in the plant, ordered appearance by Draft Board, and the absence of Union Officers and Stewards all should be computed as time worked for the purpose of overtime on the sixth consecutive day worked, as these reasons for absence are not of the worker's own volition. Mr. Bartee also stated that an overwhelming majority of the contracts between employer and employee contain clauses similar to the one the Union is contending for.

This third issue was the one on which the Panel split. An effort was made to reach unanimity. The Union made the following concessions; to wit: (1) That they would not insist that time consumed on union business; (2) Draft Board call; (3) Injury in plant; and (4) Service on the Government Board; should count as the sixth work-day. But the Union did insist that all regular legal holidays and work stoppage called by the Company should be counted in computing the sixth consecutive work-day as such.

Mr. Wainwright, representing Industry, would not concede that time taken out by regular holidays or work stoppages called by the Company should be counted in figuring the sixth consecutive work-day as such.

D. Recommendation

The Panel, by a vote of two to one, agreed that the following clause should be inserted in the contract for the Company. That all hours worked on the sixth day worked in a regularly scheduled week, shall be paid at the rate of time and one-half. This does not require that any particular number of hours be worked in a day for that day to be regarded as a day worked for the purpose of computing the sixth day of work in the work-week. Full days of absence, because of designated legal holiday, or a lack of work, shall be counted as a day worked for the purpose of computing the sixth day of work in the regular week.

Respectfully submitted,

/s/ Raymond A. Kinsie
Public Member

/s/ Guy A. Wainwright
Industry Member
(Dissenting as noted herein.
Dissent attached.)

/s/ A. C. Skinner
Labor Member

DISSENTING OPINION OF INDUSTRY MEMBER

Issue I. RETROACTIVE DATE

I dissent from the recommendation that the female rate recommendation be made retroactive to September 5, 1943.

The majority of the Panel agreed at the time of its meeting that this provision be made effective only after the Board ordered it but subsequent to the Panel meeting, the Panel Chairman reported that he was instructed by a member of the Sixth Regional War Labor Board staff that retroactivity was made compulsory by reason of the Board's general policy, and that the report must include such provision.

The reasons which caused the Panel to decide originally against retroactivity and the grounds upon which I now dissent from the panel report are as follow;

(1) It would be impossible for the Company at this late date to determine accurately the character of work performed by each of its female employees during each day of this long retroactive period.

(2) This recommendation will cause a complete change of policy as to female rates following, as it does, a contract in which a definite differential between male and female rates had been agreed upon between the Union and the Company and had been in effect for a long period of time. The Board order covering this situation does not, therefore, constitute a simple wage increase to which any Board policy, uniformly applying retroactivity, could apply. It is a subject not covered by any announced policy of the Board.

(3) It is improper to require the Company to comply with such an order when records essential to compliance are not ordinarily kept, and when the Company could have had no knowledge that such records were going to be necessary.

The recommendation as to female rates should be made effective only after the definitive Board order covering them has been issued.

Issue III. OVERTIME FOR SIXTH CONSECUTIVE DAY

I dissent from the panel report recommendation. Overtime for the sixth consecutive day should not be ordered for the following reasons;

(1) Such a provision is unusual and quite rare in union contracts throughout the country and throughout the industry of which the Company is a part. Its rarity is indicated by a report to the Panel of an investigation made, at the request of the Panel Consultant, by the Company which was not challenged by the Union and which disclosed that only 18 employers in the Company's Manpower Area had such a provision in their labor contracts and that 77 companies did not have such a provision.

(2) Overtime pay for the sixth day is an uneconomical and indefensible policy. There is sound reason for overtime pay for the seventh consecutive day, as it encourages the employer to arrange for the very essential day of rest each week and compensates the unfortunate employee who has not had such a day of rest. Furthermore, the long work-week is adequately discouraged by payment of penalty overtime for work in excess of 40 hours in one week. Therefore, there remains nothing for the provision which is under consideration to accomplish except to award overtime pay for time not worked. Pay for time not worked or work not done should certainly not be imposed upon an employer by a government agency. If, through negotiation, the Union and the Company should agree that payment should be made for time not worked, it should be done directly by providing for pay upon holidays or during the employees' absence from work and not by the indirect and devious method which the panel recommendation proposes. It is absurd to order that because an employee is absent for some specified reason on Tuesday he shall have some additional pay for his work on the following Saturday.

(3) The effect of the last sentence of the recommendation is particularly objectionable. It provides that "Full days of absence, because of designated legal holidays, or lack of work, shall be counted as a day worked for the purpose of computing the sixth day of work in the regular week." This means that if at sometime the work-week is necessarily shortened due to lack of work or scarcity of material, and the plant is closed for several days during the early part

of the week, each employee would receive overtime pay for any work he did on Saturday. It is certainly not the policy of the War Labor Board to impose "featherbedding" practices upon the employer.

Respectfully submitted,

/s/ Guy A. Wainwright
Industry Member

Equal pay for p.p. operators
See pp 2.3
Rate differentials
Night work "

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
REGION VI

Bd. ~~[illegible]~~ ordered.
1. Co. to pay regular male job rates including a 5¢ increase granted 7/21/44 to the 2 women employed on punch presses & paper cutting machines.
2. Denied a night shift premium to women.

In the Matter of	:	
RAY-O-VAC COMPANY (Madison, Wisconsin)	:	
	:	
and		Case No. 111-15754-H
	:	September 24, 1945
FEDERAL LABOR UNION Local No. 19587, AFL	:	

REPORT AND RECOMMENDATION OF THE HEARING OFFICER

The Parties

The Company here concerned is the Madison Plant of the Ray-O-Vac Company which is principally a manufacturer of dry cell batteries. Approximately 1900 workers are employed at this location.

The Union involved in this dispute is the Federal Labor Union No. 19587, AFL which has been the collective bargaining agent since 1937 when the first contract was signed. The present contract was entered into on February 24, 1945. The relationship between the parties has always been of an amiable nature.

Background of the Dispute

On February 28, 1945, the Union, through the regular grievance procedure, presented two written grievances to the Company regarding wage rates paid to two female employees. On March 6, 1945, the Company replied that it considered the wage rates in question to be fair and in line with a prior understanding. When no agreement could be reached, the parties sought the assistance of the U. S. Conciliation Service. Subsequently the issue was referred to the National War Labor Board on the basis of a hearing officer stipulation. The undersigned conducted a hearing in Madison on June 26, 1945, at which time the parties were represented as set forth below:

For the Company	For the Union			
George C. Guild, Labor Relations Manager	Frank Bidgood, President			
Ralph E. Axley, Attorney	Ira W. Bailey, Financial Secretary			
	Max Onsager, Chairman of Bargaining Committee			
	Evelyn Gotzion, Member of	"	"	"
	Harold Hanson,	"	"	"
	Lewis Mathews,	"	"	"
	Albert Brusow,	"	"	"
	Charles Heymanns, Organizer, AFL			

The Issue

The sole issue set forth in the stipulation is:

I. Rates of Pay for Women Operating Punch Presses and Paper Cutting Machines.

In addition, the parties agreed at the time of the hearing to include the additional issue:

II. Night Shift Premium for Women Employed on Jobs Other Than Those Listed as "Men's" Jobs.

Consideration of the Issue

I. Rates of Pay for Women Operating Punch Presses and Paper Cutting Machines.

A. Position of the Union

The Union claims that an injustice is being done to two female employees whose work, operations and production are identical with those of male employees but whose hourly rate is five cents less. The Union cites the following facts:

Equal work

1. Phoebe Maloney was transferred to a job of operating a paper slitter machine which has been historically a male operator's job both on the day and night shift. No change was made in the job requirements and the Union's brief states that the Company agrees that "Miss Maloney has always performed this operation equally well as the male employees and the quantity and quality of the output of the paper slitter machine operated by her was in every way substantially and comparably equal to the male employees who formerly operated the same machine." Male employees on this job receive seventy-four cents per hour. Phoebe Maloney receives sixty-nine cents per hour.

2. Madeline Stauffocher was transferred to a job of operating two automatic punch presses, a job which has hitherto been performed by a male operator on both the day and night shift. No change was made in the job requirements and, as in the first case, the Union states that the Company readily admitted that "Miss Stauffocher has always performed this job equally well as the male employees and the quantity and quality of the output of her automatic punch press was in every way substantially and comparably equal to the male employees who formerly operated these machines." The rate paid males is 75-3/4 cents per hour; the rate paid to Madeline Stauffocher is 70-3/4 cents. The Union states also that Miss Stauffocher was employed formerly on a tinplate machine, which job carried an incentive rate, and that her transfer decreased her weekly wages by approximately $10.00.

The Union claims that General Order No. 16 (WLB) establishing the principle of **equal pay** for equal work is being violated by the two cases cited, as well as the spirit of the present contract which reads:

> Section 9 - Article VI "The management will continue to avoid transfers of employees with greater seniority from their current jobs to meet production requirements whenever it is practical to do the work in hand by transferring younger employees. However, the parties recognize that the changing requirements of battery production necessitate constant transfer and that at times it will not be practical to effectively carry on the work without calling upon older employees to transfer."

The Union states that the two female employees whose grievances are here presented have been at the plant for some years and rank among the older employees. The transfer of Miss Stauffocher, which has caused a decrease of $10.00 per week in her earnings, therefore, shows a lack of acceptance of the principle set forth in Section 9 above.

In conclusion, the Union demands that the higher rate be applied to the two workers as of the date upon which they began their new jobs.

B. Position of the Company

The Company contends that it has no right to pay the two women in question, or any other woman working on a job formerly held by a man, the additional five cents granted by the War Labor Board in accordance with the Form 10 submitted by these parties in May, 1944. (Case No. 6-38,842). The Company cites the following argument as the basis for its position:

In March 1944 negotiations were entered upon for the purpose of eliminating certain wage inequities in the plant. These grew chiefly out of the fact that many of the hourly-rated jobs, ordinarily performed by men only, involved heavy work, special mechanical aptitude, or disagreeable work with black dye or chemical materials. On May 2, 1944, an agreement was reached for a 5¢ per hour increase for such jobs. This agreement, subsequently approved by the Sixth Regional War Labor Board, was carried over into the present contract in Article IV, Section 1, which reads:

> "Section 1. It is agreed that for the duration of this contract the minimum rates of pay for production employees covered by this contract will be the rates paid at the time of this contract." (Feb. 24, 1945)

The Company alleges, therefore, that the women's rates are frozen to a point 5¢ below the male rates approved by the Board, since the request was made for increasing the male rates only.

In answer to the Union's claim that Miss Stauffacher suffered a weekly reduction of $10 because of her transfer from an incentive job to this hourly-rated one, the Company contends that this fact does not enter the picture since the Company guarantees only the minimum rate. The Company states further that Article V, Section 5 gives management the right to transfer when necessary.

> "Article V. Section 5. The management of the plant and direction of the working forces, including the right to hire, to distribute overtime, suspend or discharge for proper cause, and the right to transfer, or relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company." (Underlining is by hearing officer)

In conclusion the Company states that it wishes the War Labor Board to interpret the basic principle underlying these grievances since similar potential grievances exist in other parts of the plant, i.e., core tamping.

C. Discussion

The problem herein requires an understanding of the intent of the parties at the time of the original agreement, an understanding of the basis of the War Labor Board's approval, and a knowledge of any changes which would cause the original intent of the parties to be distorted.

The May 2, 1944 Agreement between the parties, on which the Form #10 was premised, is set forth below:

Agreement Between Employer and Labor Organization

It is hereby agreed that the rates of pay for male production employees (male only), now prevailing and governed by an agreement between the Ray-O-Vac Company and Ray-O-Vac Federal Labor Union No. 19587, dated February 25, 1939, December 27, 1940 and December 22, 1941, be and hereby are modified and changed as follows:

> Subject to approval of the War Labor Board, for which approval joint application will be made to the War Labor Board on a Form 10, and filed with the Wage and Hour and Public Contracts Division of the United States Department of Labor, the hourly rate for established rates for all hourly rate workers, and the hourly rates in all established rate ranges, and the minimum hourly rate for shop incentive workers, shall be increased 5¢ per hour, it being understood that this will not change base rates for figuring incentive pay. The lowest hourly rate now being paid men in the classification of stock room and warehouse men shall be adjusted to conform to the highest rate paid in that classification, thus placing all men in that classification on the same single rate basis. This is done to eliminate an inequity existing between men in that classification.

Signed this 2nd day of May, 1944.

RAY-O-VAC COMPANY
By L.G. Berigan, Vice President

FEDERAL LABOR UNION NO. 19587
By: Paul Hein, President
By: Ira W. Bailey, Secretary

AMERICAN FEDERATION OF LABOR
By: David Sigman

(Underlining is by Hearing Officer)

The above agreement was subsequently made part of a Form 10 (6-38,842) and approved by the Sixth Regional Board on July 21, 1944 (reconsideration). It is important to note the reasons given in the Form 10 itself and in the July 12 supplementary document submitted when the Board at first granted only a modified approval. The following statements in regard to the general classification with which these grievances are concerned were taken from these documents.

> "In re: Shop Men (Special) *pp. 5 and 6, Items 15 D and E Supplementary Data Attached to Form 10, May 2, 1944.
>
> Pay for this classification is necessarily on a straight hourly basis and is subject to the range indicated in the schedule. Because employees in the production lines earn substantially more upon the incentive basis, the men in this classification become dissatisfied and frequently ask to be transferred to the line production. No greater skill is required in the line production work, but because new men cannot be obtained for this classification, these men cannot be transferred to the incentive pay classification, and hence must remain in their present jobs. This gives rise to an inequity between their pay and the pay of the incentive workers and to correct and eliminate this inequity, an increase of five cents is sought in the rate range."
>
> "In re: Proposed Increases (p. 6. Items 15 D and E) Supplemental Data Attached to Form 10, May 2, 1944.
>
> The proposed increase in straight time rate of pay is sought for the purpose of correcting the intra-plant inequity heretofore described in comments on Item 15 D, especially in reference to the classifications of Stock Room and Warehousemen and Shop Men (Special). Other **proposed increases are sought for the purpose** of adjusting the rates to eliminate inequities between present rates and rates paid by other employers for similar job classifications in this area."
> (Underlining is by hearing officer)
>
> Joint letter of July 12, 1944.
>
> ". . . . . This application to the War Labor Board is concerned with the correction of certain inequities which have grown up because of the peculiarities of war time operation of

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* This is a classification in which punch press and paper slitter fall, the jobs concerned in the two present grievances. The classification includes the following: Trucking and Handling, Checking Production, Care of Soldering Irons, Reclaiming Mix-Oiling Machinery, Paraffin Pads and Batteries, Clean Trays and Spacer Bars, Truck Drivers, Prepare Paper Sides - Operate Cutting and Scoring Machines, Punch Press Operators, Mix Paste - Trucking & Checking, Outgoing LCL Shipments, Tend Gluing Machine, Inspect Sealed Cells, Case of Pitch Tanks, Clerical Work at Booster, Pack Flashlight Batteries - Mix Industrial Paste Solution, Watchman, Screen Sal Ammoniac, Raise and Lower Trucks of Milled Mix - Watchman (nights) - Load Trucks, Cars, Bag and Pack Milled Mix - Clean and Scrape Conveyors, Starch Battery Board Sides - Grind Flashlight Manganese and Graphite, Inspect Sealing - Make Up Parcel Post Packages in Shipping Room - Care of Sealing Wax Tanks (night) - Special Maintenance Work in Punch Press Department. (Underlining is by Hearing Officer)

> business, which have changed the normal pattern in the shop in such a way as to deal unjustly with certain classes of employees . . . . . The other inequities in the plant are of the same character since the shop men special, all of whom have to have some particular skill or knowledge, or who must work under disagreeable conditions, receive on the average more than twenty cents less per hour than the average of men on incentive, who in the case of most jobs are not in any real skilled classification and except in the case of a few jobs, do not have the disagreeable working conditions which obtain in many of the special day rate jobs . . . . . The group of shop men (special) consists of a number of classifications which have been given special day rates in the shop. The reasons for giving these special day rates are in most instances the difficult character of the work . . . . . There is another group paid .702 per hour, in which there are nine employees. The work is operating cutting and scoring machines, punch press operations, mixing paste. The first two of these operations (cutting and scoring) are machines in which there are some hazards and knowledge of the machinery is required. The punch presses cut paper and metal washers and other battery parts. The cutting and scoring machines are used in the preparation of paper for battery nests . . . . . The foregoing are the special day rate jobs of which there are seventy, and for which an increase of five cents per hour has been requested in order to bring them more in line with what is made by incentive piece workers, whose jobs do not require the skill or do not involve the disagreeable character of these jobs but who, nevertheless, are paid more money because of incentive."
>
> (Underlining is by Hearing Officer)

The Hearing Officer has studied the above statements and the documents from which they were drawn. She believes that the original intent of the parties is clear, namely, to provide extra compensation to the amount of five cents per hour to the employees who are not affected by incentive earnings and whose jobs, on the whole, present disagreeable or arduous characteristics. The jobs here concerned, the punch presses and paper cutting machines, are mentioned specifically in the July 12 letter as deserving of the five cent increase. The mere fact that women have been transferred to these jobs should not give occasion for a double rate system, particularly when the parties agree that the work operations and production are the same. If a lower rate were to be applied to women, it would in this case be disregarding the two arguments presented to the War Labor Board in the petition for an increase, namely the arduousness of the task and the inequity with incentive workers earnings. The Company states that it believes the men should be so recompensed because they were required to stay on the "special" jobs whereas women could be used more readily on the production line. However, since these two women (and a few others in the plant) have been placed on jobs included in this category, and for which the Board approved an increase on the basis of job duties (as compared with stabilized rates) and intra-plant relationships, and since their job duties, including production schedules, are similar to those of the men formerly holding those jobs, the hearing officer can see no reason for setting up a discriminatory rate for female employees. The case for equal pay is further strengthened by the fact that Miss Stauffocher was transferred, not of her own choice, from an incentive job where she earned ten dollars a week more. Her case is no different, therefore, from those of the men whom the Company was not willing to transfer to incentive jobs and for whom the Company requested and had approved a five cent increase on the hourly rate.

With the above findings in mind, the Hearing Officer cannot agree with the position of the Company, namely, that it has no right to pay the two women in question the new rate because of the May 2, 1944 agreement, confirmed by the clause freezing rates for the term of the new contract. She believes on the contrary, that the Union's contention has virtue, namely that the use of the term "male" in the agreement was due to the fact that no women were at that time employed on the jobs covered by the term Shop Men (Special) rather than to a desire for varying rates for the same job. It is important to note that nowhere in the agreement, the Form 10, nor the new 1945-1946 contract is it indicated that a double standard of pay is involved. On the other hand, to repeat what has already been pointed out above, the request for approval of the proposed increase is based on the intraplant inequity with incentive workers (where most of the women are employed) and the nature of the job duties themselves.

To employ women at a rate less than that paid to men for identical jobs is, therefore, a violation of the principle set forth in General Order No. 16 which establishes a standard of equal pay for equal work. Particularly where no historical basis exists in the plant for such a policy, and where the Union states definitely that it would certainly not have agreed to anything which it thought could be interpreted as such, the Hearing Officer can only recommend that this recent practice be stopped and the two persons involved be given retroactive pay of five cents per hour for each hour worked since being transferred to this job.

D. Recommendation

The Hearing Officer recommends that the Company be directed to pay the regular male job rates, including the five cent increase granted in the Form 10 approval of July 21, 1944, to the two women employed on punch presses and paper cutting machines. These rates shall be effective as of the time the women were assigned to the "male" **jobs**.

II. NIGHT SHIFT PREMIUM

Night Shift Premium for women employed on jobs other than those listed as "Men's" jobs.

A. Position of the Union

The question of a night shift premium for women, not formerly an issue because no women worked on such jobs, was also raised by the Union. The contract clause reads:

> Article IV - Section 7. "It is agreed that employees on men's jobs on the night shift will be paid a night shift premium of five cents per hour. Where a regularly scheduled shift of any employee begins during the period of the regular night shift, he shall be paid the premium for all hours in which the regular day shift is working. Where an employee on the day shift continues to work after the start of the night shift, he shall not receive the night shift premium for any hours that are overtime hours. Men's jobs are those which the day shift payrolls show are paid at men's rates and before the war were performed by men."

The Union states that at the time this clause was written, women were not employed on night shifts. At the present time sixty-five per cent of the night shift employees are women, including approximately fifty hourly workers and three hundred and fifty incentive workers. The Union contends that these women are also entitled to the five cent night shift differential.

B. Position of the Company

The Company's position is that women working on men's jobs, as set up in the contract, will receive the regular five cent shift differential. The others, including some new classifications never filled by men, are not eligible for the premium in the judgment of the Company.

C. Discussion

The Hearing Officer has noted that the provision for night shift premiums on men's jobs was carried into the contract renewed on February 24, 1945, with the same specific references to men's jobs only. On the basis of this clause, she does not believe that the Company is in violation of the contract. Women employed "on jobs formerly performed by men" or "shown on the day shift payrolls at men's rates" definitely are entitled to the differential and the Company so understands the provision. An extension of the contract terms to the other women employed at night, if hardship or discrimination results therefrom, will have to be accomplished through further negotiations between the parties rather than by directive order of the Board changing the conditions voluntarily entered into by the parties as recently as February, 1945, for the period of one year. If this issue were now the subject of contract negotiations, the hearing officer's recommendation might logically be based on other factors.

D. Recommendation

The Hearing Officer recommends that the Board deny the request of the Union for payment of the night shift differential to other than those covered by the 1945-1946 contract provisions which the parties both understand are applicable to women employed "on jobs formerly performed by men" or "shown on the day shift payroll at men's rates."

SUMMARY OF RECOMMENDATION

Based on the findings as set forth above, the Hearing Officer recommends that the Sixth Regional Board take the following action:

I. Direct the Company to pay the regular male job rates, including the five cent increase granted in the Form 10 approval of July 21, 1944, to the two women employed on punch presses and paper cutting machines. These rates shall be effective as of the time the women are assigned to the "male" jobs.

II. Deny the request of the Union for payment of the night shift differential to other than those covered by the 1945-1946 contract provisions which the parties both understood are applicable to women employed "on jobs formerly performed by men" or "shown on the day shift payroll at men's rates."

Respectfully submitted

Marguerite I. Gilmore,
Hearing Officer

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
REGION VI

RAY-O-VAC COMPANY
(Madison, Wisconsin)

and

FEDERAL LABOR UNION NO. 19587, AFL.

NOV 8 1945

Case No. 111-15754-HO

RECOMMENDATION

I. The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 3, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties and recommends that:

1. Effective as of the date of transfer to "male" jobs, the Company shall pay the "male" job rates, including the five (5¢) cents increase approved by the Regional War Labor Board on June 21, 1944, to women employees working on punch presses and paper cutting machines.

2. The Union's request for a night shift premium for women employed on jobs other than those listed as "men's" jobs is denied.

II. It is further recommended that the foregoing terms and conditions of employment and those agreed upon by the parties shall govern the relations between the parties and be incorporated in a signed agreement reciting the intention of the parties to have their relations governed thereby.

SIXTH REGIONAL WAR LABOR BOARD

By:

/s/ William G. Brown
Chairman

REPRESENTING THE PUBLIC

Samuel Edes, Chairman
William Brown, Vice Chairman

REPRESENTING INDUSTRY
(Dissenting on Issue 1)
Arthur J. Egan
J. Dean Leffler

REPRESENTING LABOR
(Dissenting on Issue 2)
Howard Ream
Paul Givens

W B copy

Equal Pay Issue
✓Jb. Classification
See page 4 thru 10 ✓

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL WAR LABOR BOARD
REGION VI

In the matter of:

SHANKLIN MANUFACTURING COMPANY, INC.
(Springfield, Illinois)

and

UNITED STEELWORKERS OF AMERICA,
LOCAL #2039, CIO

October 29, 1943

Case No. 111-3098-D

REPORT AND RECOMMENDATIONS OF HEARING OFFICER

A. Parties

The employer in this case is Shanklin Manufacturing Company, an Illinois corporation, organized in 1932, which operates one plant located in Springfield, Illinois. The normal business of the Company is the manufacture of miners' carbide cap lamps, torches, road flares, miners' supplies, such as flints and lamp parts, and gift wares and novelties, including cigarette boxes, womens' powder boxes, game boxes, ashtrays, memo pads and metal calendars. The manufacture of gift wares and novelties was discontinued in August 1941, and since that time the Company has manufactured miners' lamps and other miners' supplies, percussion fuses for Ordnance, a variety of automatic screw machine parts and post exchange supplies, such as soap boxes, toothbrush holders and match boxes. The present number of production employes is 140, about evenly divided between male and female, 130 of whom belong to and are represented by the Union. Five persons who are employed in the office and five foremen are non-unionized and are not involved in this dispute.

The labor organization in this case is the United Steelworkers of America, Local #2039, CIO. The Union represents all of the production employes in the plant in negotiating for and entering into collective bargaining agreements, and has acted in such capacity since 1937.

The method of pay employed in the plant is on an hourly basis.

B. History Of The Dispute

The fifst contract entered into between the parties was in 1937, and covered a six months' period. The next contract was dated February 1938, and covered a one-year period. Subsequent yearly contracts became effective as a result of negotiations. In March 1941, because of a failure to agree on terms, a work stoppage occurred which lasted approximately four weeks. The last contract expired on March 31, 1943. Negotiations relative to a new agreement were begun on or about March 15, 1943, at which time the Union notified the Company of its demands, that the existing contract be renewed subject to specified wage increases, the granting of maintenance of membership and check-off, equal pay for women, and a designation of job classifications. Three conferences were held relative thereto, and an impasse was reached. Subsequently, a Commissioner from the United States Conciliation Service conferred with the parties, and because of a failure to reach an agreement, the parties stipulated their request for the submission of the dispute to the National War Labor Board. The Secretary of Labor certified the case to the National War Labor Board on September 15, 1943. The undersigned was appointed by the Sixth Regional War Labor Board at Chicago, to which the matter had been transferred, to conduct a hearing and make recommendations. A hearing was held at Springfield, Illinois, at which all parties were represented and fully heard.

The issues in dispute are:

1. A general wage increase
2. Maintenance of membership and check-off
3. Equal pay for women
4. Specific designation of job classification

D. Discussion of The Issues

I. A General Wage Increase

1. Union's Contentions

a. That interplant inequalities exist.

b. That a general wage increase in varying amounts is necessary to correct gross inequities.

c. The Company's minimum hourly rates for male and female employes should be increased to correspond with the prevailing rates in the area.

2. Company's Contentions

a. That since January 4, 1941, the plant employes here received two general wage rate increases, the total of which has exceeded the Little Steel Formula.

b. That the Company intends to seek price relief if a further general wage rate increase is directed.

3. Discussion

On January 1, 1941, the average, straight-time, hourly earnings paid by the Company to its plant employes was $.5376. The total allowable increase under the National War Labor Board's maladjustment formula equals $.0806.

The last contract dated April 1, 1942, sets forth basic wage rates for all job classifications in the plant including separate rates for men and women. These basic rates were put into effect on April 1, 1940. The contract dated April 1, 1941, provided that the basic male wage rates be increased 9% and the basic female wage rates be increased 7½%. The contract dated April 1, 1942 provided that the basic male wage rates be increased an additional 12% and that the basic female wage rates be increased an additional 10%. Therefore, since January 1941, the basic male wage rates have been increased 21% and the basic female wage rates have been increased 17½%. At the present time the plant employes' earnings are computed on the basis of hours worked multiplied by the basic rates set forth in the last contract, the product thus obtained being increased by the respective bonus of 21% or 17½%, depending on whether the employee is male or female. Overtime earnings are, while night shift premiums are not, increased by such percentages. In the Machine, Punch Press, Soldering, Buffing and Assembling Departments basic, piece-work, hourly rates are established in addition to day-work rates.

In establishing the basic piece-work hourly rate, the Company correlated standards of production to hourly rates. While the basic, piece-work, hourly rate is not a guaranteed rate, the worker is expected to earn at least its equivalent when his production is computed on the basis of so much money for so many items produced.

For example, a standard production of 3.60 per thousand pieces was translated to a basic, piece-work, hourly rate of 45 cents, for the reason that time studies indicated that the average worker would produce 1000 pieces during an 8-hour day. When a day's production exceeds the standard, the employee is proportionately rewarded. The respective percentage increases of 21% or 17½% are added at the end of each pay period to the amounts indicated by the work tickets to have been earned by the employee on the basis of his production.

It is apparent, therefore, that the increases granted on April 1, 1941, and April 1, 1942, exceed the 15% which the Little Steel Formula has defined as permissible to compensate for the rise in the cost of living since January 1, 1941.

The Union has not based its demands for a general wage increase upon the 15% maladjustment formula, but rather it has supported such demands on the theory that the current wage rates constitute inequalities and gross inequities. The Union urged the position that the wage rates paid by the Company were comparable to the wage rates paid for similar job classifications in the following plants, all located in Springfield, Illinois: Baker Manufacturing Company, Weaver Manufacturing Company, Sangamo Electric Company, Allis Chalmers, and Hummer Manufacturing Company. The Union submitted information relating to current wage data paid by the Weaver Manufacturing Company, and the undersigned secured data concerning the metal working industry in the Springfield area from the stabilization offices of the Sixth Regional War Labor Board and data with respect to wages paid at all but one of the other plants mentioned.

The following is a comparison of the rates paid at Sangamo Electric Company, Weaver Manufacturing Company, Hummer Manufacturing Company, Baker Manufacturing Company, and those presently paid at the Shanklin Manufacturing Company:

(see next page)

Classification	Shanklin Mfg. Co.	Sangamo Electric Co.	Weaver Mfg. Co.	Hummer Mfg. Co.	Baker Mfg. Co.	Metal Working Industries (Stabilized Rate	Metal Working Industries (Stabilized Range)
Tool & Die Makers	1.03-1.09			1.00-1.30 (Application for increase pending)			
Automatic Screw Machine Operators	.66- .80		(4½ cents increase approved by N. W. L. B.				
Punch Press Operators	Day Rate: M- .69 F- .47 Piece Rate M-.726 F- .528		.82 - .85		.62- .70		
Machine Operator	.605- .726		.77- .85		.67- .80		
Die Setter	.847						
Spray Painters	.678- .799	.93- 1.06	.80- .90				
Plating (Supervisor)	.786						
Solderers	Male - .67 Female 47						
Polishing & Buffing	.726						
Cleaning Dept.	.605		.70	.60-.65			
Lacquering	.726						
Assemblers	.47		.70-.78		.62-.70	.55 Class C	
Inspectors	.552		.91	.64-.91			
Shipping Room	.605-.705			.62-.95	.67-.70		

-CONTINUED-

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Classification	Shanklin Mfg. Co.	Sangamo Electric Co.	Weaver Mfg.Co.	Hummer Mfg. Co.	Baker Mfg. Co.	Metal Working Industries (Stabilized Rate	Metal Working Industries (Stabilized Range)
Maintenance (Millwright)	.726-.777	.78-1.16	.71-.79			.85	.80 - .90
Beginners' Rate	Male-.605 Female- .470		.65		.58		

It may be admitted that the machine shop requirements at the Shanklin Manufacturing Company may not be so high as those in some of the other metal working plants in the Springfield area. Nevertheless, the wage data clearly indicates that the rates are out of line. On the basis of comparison of the rates in this Company with prevailing rates in the area, it is evident that the Company's rates are below prevailing rates for comparable work in the area.

At the hearing, the Union urged the position that the present wage schedules reflected intra-plant inequities in that in some instances various rates were in effect for work in the same job classification. The Company contended that such wage differentials were proper, since they reflected differences in ability and competency.

The following table portrays this controversy and indicates the various **wage increases requested by the Union:**

✓

CLASSIFICATION		NUMBER EMPLOYED		PRESENT RATE	REQUESTED RATE	
Tool and Die Makers		2		1.03	(1.25	
		1		1.04	(1.25	
		1		1.09	(1.25	
Automatic Screw Machine Operators		2		.66	(.90	
		2		.77	(.90	
		2		.80	(.90	
Punch Press Operators	Male	4	Day Rate	.69	.84	
			Piece Rate	.726	(.87	Single
					(.89	Action
	Female	15	Day Rate	.47	.57	Machine
						Double
Die Setter		1		.847	.95	Action
						Machine
Plating(Supervisor)		1		.786	.886	
Solderers	Male	9		.67	.77	
	Female	5		.47	.57	
Polishing and Buffing		4		.726	.83	
Cleaning Department		5		.605	.71	
Lacquering	Male	9		.726	..83	
	Female	8		.47	.57	

(Continued on Next Page)

CLASSIFICATION (Continued)		NUMBER EMPLOYED	PRESENT RATE	REQUESTED RATE
Assemblers	Female	35	.47	.57
Inspectors	Female	11	.552	.65
Shipping Room		1 Clerk	.605	71
		1 Clerk	.705	.81
		1 Supervisor	.846	.95
Maintenance (Millwright)		1	.726	.88
		1	.777	.88
Beginner's Rate:	Male		.605	.605
	Female		.470	.50

SHANKLIN MANUFACTURING COMPANY, INC., CASE #111-3098-D

The National War Labor Board has adopted the position that small variations in similar jobs are normal and that the existence of such small variations in job content are not a sufficient basis for differences in classification. In line with this policy, it is preferable that in this Company the same wage rate be paid to all employes similarly classified. This procedure will aid in eliminating friction between employes and will help in maintaining amicable employer-employee relationships. Wage differentials within a single job classification can be justified only where there is a substantial difference in skill and responsibility. From the evidence submitted in this case, it does appear that the employes classified as tool and die makers, millwrights, and automatic screw machine operators substantially perform the same work common to each such job classification, and, accordingly, each should receive the single rate designated for such classification.

With respect to the automatic screw machine operators, the Company contended that an employee required four years of experience to become competent, while the Union stated that an employee could satisfactorily operate the machine after a training period of three months. The undersigned is of the opinion that a six months' training period is ample to enable such operators to attain that degree of proficiency necessary for the Company's requirements.

The hand truckers and common labor employed at the Company are now paid a starting rate of $.605 with an automatic $.05 increase after 60 days. Since the granting of this progression, increase is of recent origin, the Union is not asking for any further increases in these classifications.

The Company now pays a beginner's rate of $.605 to male employes, and $.47 to female employes. Progression increases up to basic rates vary in different departments.

The authority of the National War Labor Board to make adjustments for the purpose of stabilizing wage schedules, as set forth and defined in Executive Order #9328, issued April 8, 1943, and the Directive Order of May 12, 1943, no longer encompasses the making of wage adjustments to prevent "inequalities" which were permitted by Executive Order #9250 of October 3, 1942. Such wage adjustments are now limited to those clearly necessary to correct substandards of living, or on account of a maladjustment to the 15% rise in the cost of living, or else when necessary to stabilize a plant's wage schedule within brackets of rates found, according to occupation and labor market area, to be "sound and tested going rates."

In the opinion of the undersigned, a wage increase of 8 cents per hour is required to bring the rates paid by the Company to the production employes (excluding beginners, and hand truckers and common laborers) up to the level of comparable stabilized rates. This increase, excluding the exceptions noted, should be uniform throughout the plant, maintaining the present differentials between basic piece-work and day work hourly rates. With respect to the beginners' rate, it is recommended that the male rate remain at $.605 and the female rate be increased from $.47 to $.50. The beginners' rate in all departments, except the tool department, should increase at two-month intervals, so as to reach the basic job rate after six months' employment, and in the tool department the progression should cover a four-year period. The present wage schedule applicable to hand truckers and common laborers should remain unchanged.

It is further recommended that the four tool and die makers should each receive $1.17 per hour; that the six automatic screw machine operators should each receive $.88 per hour and the two maintenance Millwrights should each receive $.857 per hour. The present differentials existing in the Shipping Department, being based on substantial differences in skill and responsibility, should be maintained.

During negotiations, the Company offered to grant a 5 cents' general increase, provided that the Union would withdraw the other issues. Upon the failure of the Union to agree to such withdrawal, the Company withdrew the offer of a wage increase.

The Company has stated that if any wage increase is directed, it will request price relief from OPA.

II. Maintenance of Membership and Check-Off

1. Union's Contentions

a. That it is a responsible labor organization;
b. That because of its agreement to forego any strikes during the war emergency, the maintenance of its membership during the war period is dependent upon the inclusion of this provision;
c. That payroll deductions would simplify the collection of Union dues.

2. Company's Contentions

a. That it would not agree to any contract provision which would hamper or prevent an employee from resigning from the Union;
b. That these provisions have been requested in previous contracts and have been refused.

3. Discussion

The Union urged the position that it was a stable and responsible labor organization and that a contractual provision granting Union Security was necessary for it to maintain its membership during the war period, through which it had agreed to give up the use of economic force. The Union also contended that the granting of Union security should carry with it check-off privileges in order to relieve union officials from the necessity of making dues collections from individual members.

The Company replied by stating that it was unalterably opposed to any provision which would require an employee to remain in good standing with the Union in order to continue in employment.

Previous decisions of the National War Labor Board have indicated a consistent refusal to order either a closed shop or a union shop. The Board has, however, in appropriate cases, provided for "maintenance of membership." This form of union security does not require any present employee to join the Union to hold his job, nor does it require that any new employee join the Union to obtain or hold his job. It does require all present and future Union members to remain members in good standing or be discharged. This clause binds members to the performance of their obligations to support the Union, to abide by the contract, and not to interrupt war or essential civilian production. The undersigned believes that such obligations are reasonably incident to the voluntary action of becoming a union member.

The undersigned is of the opinion that this Union possesses the requisite qualifications of stability and responsibility and, therefore, Maintenance of Membership should be granted to it. Check-off shall be granted in those cases where employes voluntarily authorize payroll deductions in payment of union dues and initiation fees.

III. Equal Pay For Women

1. Union's Contentions

✓ a. That women who perform the work formerly done by men should receive the rate of pay received by men.

2. Company's Contentions

✓ a. That the women employes have not done the work usually carried on by men.
b. That it has no objection to equal payment in those instances where women replace men on jobs.

3. Discussion

Adjustments to equalize the wage rates paid to women with those paid to men for comparable work are governed by General Order #16.

The Company stated that it was not opposed to the principle of paying to women rates equal to those paid to men in similar operations where the quantity and quality of the work were comparable. The Union has not requested the elimination of the present differentials between the male and female rates since it is recognized that the present quantity and quality of performance are not the same. However, the undersigned is of the opinion tha the contract should contain an appropriate provision providing for equal pay in those situations where women replace men or where the performance standards are equalized.

IV. Specific Designation of Job Classification

1. Union's Contentions

a. That the present job classification plan is ambiguous.

2. Company's Contention

a. That it has an adequate job classification plan.

3. Discussion

The Union stated that the contract should designate the classification of each employee, in order to avoid misunderstanding. In the opinion of the undersigned, this request contemplates the avoidance of disputes based upon differences of opinion with respect to wages to be paid for specified performance, and, accordingly should be granted.

RECOMMENDATIONS

1. That the wage rate for each classification of employee, except beginners, common laborers and hand truckers, be increased in the amount of 8 cents per hour.

2. That the beginner's rate be fixed at $.605 per hour for male employes and $.50 per hour for female employees. That in all departments except the tool department, there shall be automatic increases in this starting rate every two months in amounts sufficient to realize the basic job rate after six months. That in the tool department, the automatic progression from the starting rate to the job rate shall be at intervals of three months, and shall cover a four-year period.

3. That, after taking into account the suggested wage rate increase, the four employes classified as tool and die makers shall each receive $1.17 per hour; the six automatic screw machine operators shall each receive $.88 per hour, and the two maintenance millwrights shall each receive $.857 per hour.

4. That the present differentials between basic piece-work and day-work hourly rates shall be maintained.

5. That the parties shall incorporate in their contract the following provisions:

Union Security

"All employes who, fifteen (15) days after the date of the National War Labor Board's Directive Order in this matter, are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employes who thereafter become members, shall as a condition of employment, remain members of the Union in good standing for the duration of this contract.

"The Union shall promptly furnish the National War Labor Board a notarized list of its members in good standing as of the fifteenth (15) day after the date of the National War Labor Board's Directive Order in this matter. If any employee named on that list asserts that he withdrew from membership in the Union prior to that day, and any dispute arises, or if any dispute arises as to whether an employee is or is not a member of the Union in good standing, the question as to withdrawal or good standing, as the case may be, shall be adjudicated by an arbitrator appointed by the National War Labor Board, whose decision shall be final and binding on the Union, the employee, and the Company.

"The Union agrees that neither it nor any of its officers or members will intimidate or coerce employes into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and submitted to the grievance machinery."

Check-Off

"The Company will deduct from their wages and turn over to the proper officers of the Union, the initiation fees and union dues of each member of the Union who individually and voluntarily certify in writing that they authorize such deductions.

"The Company agrees that upon receiving such voluntary written authorization it shall deduct the said dues from the wages of the employes and that payment of such deductions to the Union shall be made promptly to the union representative duly authorized by the Union to receive such funds. The Union shall certify to the Company the name of the union representative to whom the said deductions shall be sent."

Equal Pay For Women

"The Company shall pay to women the wage rates paid to men for comparable quality and quantity of work on same or similar operations in the same plant in accordance with General Order No. 16 of the National War Labor Board and the interpretations thereof."

6. That the contract shall set out the name of each employee opposite which shall be indicated his job classification.

7. That the adjustments provided by these recommendations shall be retroactive to April 1, 1943.

Respectfully submitted,

/s/ Harold M. Gilden, Hearing Officer

W. B.

NATIONAL WAR LABOR BOARD

Region VI

STOLPER STEEL PRODUCTS CO. ✓
(Milwaukee, Wisconsin)

August 19, 1943

Vs.

Case No. 111-1508-D

UNITED AUTOMOBILE WORKERS A.F.L.
LOCAL 386
(Milwaukee, Wisconsin)

REPORT AND RECOMMENDATION OF THE PANEL.

The Stolper Steel Products Company is a job manufacturer making parts and sub-assemblies on a custom basis for customers specifications, making parts for automotive, agricultural and industrial units. The total capacity of the plant is utilized for war work. The number of employees of the plant approximates 337 men and 41 women.

The United Automobile Workers of America, A.F. of L. is the sole bargaining agent for the employees of the company. It has an agreement with the company dated November 3, 1942, supplemented by a wage stipulation under date of April 15, 1943.

The Issue

There is only one issue in this case, namely, the question of rates of pay for women employees, euphemistically termed "Equal Pay for Equal Work"

Since the W.L.B., the Panel, the Union and the Employer, all subscribe to the principle of equal pay for equal work, the real issue centers around a difference in view as to what constitutes equal work.

The question presents difficulties, because prior to February 1, 1943, no women were employed, and obviously more time must elapse before the final word may be said about the ultimate relative production of male and female help in this plant.

One aspect of the dispute is reassuring, namely, that the rates for the males are not involved in this issue.

Union's Contention

The position of the Union is that so long as women do work which men have previously done, they should be paid the same wage, even though the women do not do all the work the men have done in relation to specific jobs.

The Union's bargaining position in no way incriminates the management. It bases the issue on article 16 of the War Labor Board Directive, offers no concession to the Company's position, but leaves the application of the principle of the Directive (16) to the Panel.

Position of the Employer

The argument of the management is that the work of the women, although comprising many functions formerly performed by men, is not equal in quality and quantity to that of the men. To support their contention they submit:

1. A minus differential in performance of males over females measured in terms of established production standards.

   Males average 92% of standards
   Females average 83%" "

2. Female average absence frequency greater than male employees

   Male - 5.0%
   Female - 9.4%

3. Female turnover has higher frequency
   Male 8.1%
   Female 12.8%

4. Physical limitations in adaptability for the variety of work performed by males involving:

   (a) Inability to lift all units which form an integral part of the custom manufacturing procedure, as formerly assumed by men.

   (b) Limitation of shift hours.

   (c) Requirement of more labor for trucking.

   (d) Increased supervision because of female inability to make decisions, and assume initiative.

   (e) Inability to set "certain dies" as they may be required; therefore requiring additional help and supervision.

5 Greater training period required

6. Statutory limitations, pertaining to certain hours and types of work which cannot be performed by women but which has been incidental to job performance by men.

Discussion of the Issue

The Panel believes in equal pay for equal work, and certainly would be happy to resolve this issue by recommending equal pay for men and women in this plant. However, in good conscience, the Panel must recognize that modern production is a measurable quantity, and that neither the Union, the Management, nor the War Labor Board can ignore employment experience as it is revealed from day to day by Management records applied to both men and women alike.

The Panel recognizes that labor turnover is measurable and expensive; that absenteeism is also measurable and expensive; The Panel furthermore must take cognizance of the fact that in job manufacturing the variety of work may make it impossible for women to take on the run of jobs that was customary for men because of loads which are impracticable and hazardous for women; that certain work set up such as placing dies cannot be taken in stride by women as they can by men. The Panel cannot assess the costs of extra burdens imposed by adding women to the staff, but must give credence to the factual determination of the Management in its accepted measurement of relative production performance.

The Company has established standards by which the production of the men are measured. By the same standards the production of the women on comparable jobs can be measured. A differential in production exists. A pay differential also exists. The average differentials in pay between the men and the women are appreciably less than the measured average differentials in the production between that of the men and the women, notwithstanding one classification which will receive the Panel's attention below.

There is no basis for believing that the Company is trying to break down wage standards. In fact at the hearing it was evident that if the Company could get along without the employment of women it would prefer all men.

The Panel wishes to quote from the Union agreement as amended April 15, 1943:

> "The present hourly rate method of wage payment will be continued. The Union agrees that each employee will faithfully endeavor to maintain the standards specified by operation analysis, and that the Union and its members will cooperate with the Company to accomplish this purpose. The Union and its members agree to notify the department foreman of obviously high or low standards so that they may be corrected without delay. The Union also agrees that the failure of any employee to maintain performance standards may subject the employee to a wage adjustment by agreement between the bargaining committee and the Company."

It is apparent from the agreement that anything deemed unsatisfactory with reference to standards may become a grievance and subject to collective bargaining procedure. The Panel, therefore, must accept these standards in good faith in no less degree than the Union.

In Article 8 of the same agreement is the following sentence:

> "Records and ratings for each individual employee will be used for purposes of evaluation"

This means that the Union recognizes the overall validity of the Management's procedural records.

From the records of the Company, presented at the hearing, the women workers rated by the same standards as the men, showed an average performance of 85 per cent of the men.

The average pay, calculated by the Panel for all classifications shows that the women approximated about 93% of the rate of pay of the men. This is higher than the percentage of performance. The Panel believes that the pay scale overall does not reveal any discrimination in women's pay, because they are women, but represents a fair approximation of the principle of equal pay for equal work.

In one classification the women are rated higher than the men in pay, and in another classification, one only (Press Operators), the women are paid at a rate slightly below their percentage of achievement; therefore, in this case the Panel has recommended an increase in the rate.

RECOMMENDATIONS OF THE PANEL

The Panel Recommends:

1. That whenever the women employees in the respective departments reach the average production standards of the men in these departments, they shall be paid the same earnings as the men are paid.

B. [illegible] intensive production [illegible] shall be as follows:

[illegible] OPERATORS

Hiring Rate	After 1 Mo.	After 2 Mo.	After 3 Mo.	After 4 Mo.	After 5 Mo.	After 6 Mo.
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible]

[illegible]
[illegible] Member

[illegible]
Panel Member [illegible]

WB copy

UNITED STATES OF AMERICA

Before the

NATIONAL WAR LABOR BOARD

Region VI

Equal Pay
150 employees
Single classification with 3 groups
of production employees.

In the Matter of:

SUPERIOR METAL PRODUCTS CO.
St. Paul, Minnesota

and

INTERNATIONAL ASSOCIATION OF
MACHINISTS, DISTRICT LODGE No. 77,
and FEDERAL LABOR UNION 21727

July 26, 1943

Case No. 11-600

REPORT AND RECOMMENDATIONS OF THE PANEL

The Superior Metal Products Company is a light metal working plant. Peacetime products consist mainly of dairy supplies such as pails, milk cans, strainers, etc. In addition to the above most of which have been judged as "essential," the production facilities have been partially converted to the manufacture of anti tank mines. The Company currently has approximately 150 employees. The first agreement between the parties was signed in 1938 and collective bargaining has ensued ever since.

ISSUES BEFORE THE BOARD

1. Vacation Pay - The Union's contention that vacation pay should be computed on the basis of straight time hourly earnings versus the Company's position that the basic rate should be used.

2. Retroactive Date - The Company's contention that the agreement should become effective when signed versus the Union's position that the new agreement should date from the expiration of the old contract.

3. Wages - Rates of pay for machinists and production workers and the question of equal pay for women. Also the question of merit classification versus length of service classification.

4. Probationary Period - The Company's proposal to continue the present 480 hour basis versus the Union's proposal to reduce the period to 30 days.

5. Arbitration Applied to Classification - The Company's proposal to permit classification questions to go to arbitration after nine months versus the Union's position that the procedure should be permitted at any time.

6. Interdepartmental Transfer - General disagreement with regard to the present clause with both parties seeking changes.

7. Union Security The Union's demand for a closed shop versus the Company's opposition to any degree of union security.

DISCUSSION

1. Vacation Pay

The question involved in this issue does not pertain to the amount of the vacation; that question has been previously settled through negotiations. The question here involves the basis for computing vacation pay. Many of the production workers in this plant are working on "bonus" jobs; that is, they receive a base rate plus a "bonus" computed on a piece-work basis. In the matter of vacation pay, the Company has contended that such pay should be computed in terms of the base rate without regard for the amount of bonus earned. The union, on the other hand, contended that vacation pay should be based upon the employee's average hourly earnings calculated on the basis of the three month period prior to July 1. The Panel agrees substantially with the Union that whatever the employee's earnings have been, that amount should constitute his vacation pay and not some smaller amount. The Panel, also feels, however, that to compute such pay on the basis of a three months period is likely to introduce questions and problems at a later date. Therefore, the Panel will recommend that vacation pay be computed on the basis of average straight time hourly earnings for the previous year.

2. Retroactive Date

The Panel is unanimously of the opinion that there is more than the question of retro-activity involved here. At the time that an adjusted rate schedule was adopted in July, 1942, the then existing contract had less than four months to run. Such anarrangement as this which calls for re-negotiations after such a short period of time, the Panel believes, is not conducive to good industrial relations. Therefore, the Panel believes that the length of the life of the contract is likewise a question before the Board.

In the matter of retro-activity, the Union has taken the position that the present contract, including such wage adjustments as might be made, should be made retroactive to November 8, 1942, the date of expiration of the last contract. The Company, on the other hand, contends that a contract is not a contract until it is signed and maintains that the agreement should become effective on the date executed.

The Panel does not wish to be a party to the prolongation of negotiations in the future. There have been instances in the past where there was evidence that one party or the other had deliberately "stalled" proceedings for one kind of advantage or the other. Such is not so in this case. The Panel points out to the Board that 39 days, more or less, elapsed between the serving of the Union's notice that it would negotiate a new contract, and the actual submitting of a new proposal. On the other hand, 34 days elapsed between the submitting of the proposal and the Company's first meeting with the Union. It seems to the Panel that any accusation that either party "stalled" would be unfair. Therefore, the Panel will recommend that the present agreement be made retroactive to [illegible] 17, 1942, the date of certification of the case to the Board, and that the present contract remain in full force and effect for one year from the date of the Board's directive order.

3. Wages

In the matter of wages, three major questions are involved:

(a) rates of pay for the machinists' group

(b) rates of pay and classification question for production workers

(c) equal pay for equal work where women are involved.

In considering the question of rates of pay for the machinists' group the Panel has been forced to set up tentative bracket of 'sound and tested going rates' in the absence of such brackets established by the Board. The best basis the Panel could find was an employer's survey for Minneapolis, which survey was introduced at the hearing of the Union. The Panel has studied those classifications which are common to this plant and to the survey. Tentative brackets have been established by using the weighted average rate for the classification and plus-minus 10%. In the table below are these tentative brackets and other survey information.

CLASSIFICATION	Survey Average	Tentative Bracket	Present Rate	Union Proposal	Company's Proposal
[illegible] Die Maker	1.312	1.17-1.44	1.10	1.40	1.20
Machinist, First Class	1.203	1.08-1.32	1.04	1.20	1.08
Maintenance Man (Millwright)	1.008	.91-1.11	.90	1.05	.94
[illegible]	1.020	.92-1.12	.90	1.10	.99

It is apparent from an examination of the above table that present rates are below the lower limits of the tentatige brackets set up by the Panel. It will also be noted that each of the Company's proposed rates are within the Panel's tentative brackets and yet are not excessive. The Panel will therefore recommend that the Board order the rates proposed by the Company placed in effect. The Panel believes that its reasoning in this matter can be faulty only if the

Minneapolis survey is faulty. Since the Bureau of Labor statistics is at present conducting a comprehensive wage survey in the Minneapolis-St. Paul area, the Panel will also recommend that the Board permit the reopening of the wage question (for the machinists' group only) by either party should such seem warranted after the B. L. S. survey is completed.

Most of the employees in this plant are considered production workers. For a number of years a substantial proportion of these employees have had an arrangement which called for a base rate plus a bonus which bonus by contract arrangement shall be approximately 20% of the base rate for the average employee. Furthermore, the present agreement provides for the gradual stepping up of the base rate from 55 cents to 67 cents over a period of approximately fifteen months. This progression rate is strictly on the basis of length of service.

The Union's proposal provided for increasing the minimum and maximum base rates to 65 cents and 80 cents, for a reduction in the length of service necessary to obtain the maximum to five months, and for the reduction of the amount of the bonus to 10% for the average employee instead of the present 20%. As the Union has pointed out, the proposal, except for shortening the progression period, would result in only a slight increase due to the fact that base rates would be increased and bonuses would be decreased.

The Company believes, on the other hand, that to decrease the bonus from 20% to 10% would be the practical equivalent of eliminating the bonus plan and also believes that base rate increases should be in terms of merit rather than length of service. By way of implementing this latter contention, the Company has proposed a classification system which would continue the present probationary period of 480 hours and which wouldprovide for classifying employees as "A" or "B" on the basis of merit. Under the Company's plan an employee might be given a higher classification at any time, regardless of whether or not he had served out his probationary period. The plan also provides that an employee who had not yet been classified as an "A" operator after nine months as a "B" operator would have recourse through the grievance machinery terminating with arbitration. This portion of the question will be discussed in a later section of the report. The Company's plan further provides that an employee would be classified on a number of different jobs, i.e., he might be classified as a "B" operator on one job and as an "A" operator on two other jobs.

The Panel has considered both proposals at length. Because of the controversies that have arisen in the past, it is convinced that some change in the present contract is indicated. The Union has opposed the Company's classification proposal and the Panel here notes the fact. However, the Panel believes that certain aspects of the Company's proposal have real merit. The Panel makes these observations:

(a) There have been no difficulties over bonus "prices" for the past two years.

(b) To reduce bonus amounts by 50% (even though base rates were increased) would mean that some employees would get less under the Union's plan. This, the Panel believes would breed unrest.

(c) On the testimony of both parties, during negotiations when the Company proposed classification, there was little disagreement as to who would be classified as "A" and who would be classified as "B."

(d) No evidence was produced in the course of the hearing to indicate that the Company might use the plan to keep down the rates of those employees who deserved higher classifications.

(e) Numerous objections on the part of the Union assume that the system would be abused.

In terms of the evidence submitted, the Panel believes that the general structure of the Company's plan offers the best solution to the problem. The Panel will therefore recommend that the Board order the Company's proposal with certain modifications which will serve to protect the Union should attempts be made to abuse the arrangement.

The third phase of the wage problem deals with the equal pay for women
question. Around January 1, 1942, the Company employed women for the first time and
now has between twelve and fifteen on thepayroll. Some of these women were
started at 50 cents per hour which is five cents below the stated starting rate and
which amount, contends the Union, represents a violation of the President's wage
stabilization order. The Company, on the other hand, contends that some of the
jobs were altered to the extent that they are in reality new jobs and hence, the
setting of new rates was justified. The Company also contends that where women
are doing identical jobs formerly performed by men, equal rates are being paid.
The Panel unanimously accepts the principle of equal pay for equal work. It
feels, however, that the question of whether or not work is equal is a matter for
collective bargaining and cannot be satisfactorily settled by this panel. The
Panel therefore will recommend that identical rates be paid regardless of sex,
where like work is involved and that should a question pertaining to the identical
nature of the work arise, such question will become a matter to be solved through
the existing grievance procedure. Any adjustments made in the rates paid female
employees should likewise be made retroactive to February 17 1943

4. Probationary Period

The present agreement places the probationary period at 480 hours which
is the equivalent of ten 48 hour weeks or a little over three months. The Com-
pany took the position that this is a just period and that a shorter period of
time would not allow the Company to make adequate judgments concerning the worth
of a new employee. The Union contended that thirty days is ample time for such
evaluations to be made and cited the high supervisory-employee ratio in the plant.
The Panel has considered the evidence on this issue in conjunction with the clas-
sification system which it is recommending and will recommend that the probation-
ary period be made 384 hours. The Panel believes that this is an adequate com
promise since any employee who shows exceptional merit may be designated as a
"B" or even an "A" operator prior to the expiration of the probationary period

5. Arbitration Applied to Classification

In submitting its classification proposal to the Union, the Company
agreed to permit any employee who had been with the Company nine months and who
was not yet classified as an "A" operator to take the question to arbitration.
The Union saw no reason why the Company should have the sole voice for such an
extended period of time. The Panel, here too, by way of effecting a compromise
will recommend that the arbitration procedure may be resorted to after the em
ployee has worked his initial 1152 with the Company.

6. Interdepartmental Transfer

Both parties sought to effect certain changes in the article in the
last contract dealing with interdepartmental transfer. The article in question
seems somewhat ambiguous to the Panel and some revision is indicated. The Union
contended that when it is necessary to transfer an employee to a lower rated job,
the employee so transferred should not receive a reduction in pay. The Company
was seeking to change the present clause by inserting a provision which would
interpret refusal to accept work in another department in the event of lay-off
as a "voluntary Quit." The Panel believes that this latter provision is un
necessary. It further is of the opinion that to forever guarantee a transferred
employee his old rate would be an injustice to the Company and that not to guar-
antee his old rate in "temporary" cases would do an injustice to the employee.
The Panel will therefore recommend the inclusion in the agreement of the present
clause with slight modifications including a provision for the continuance of an
individual's rate in the course of transfers of less than one work week's duration.

7. Union Security

In the matter of union security the Union made a closed shop proposal
while the Company opposed any quite familiar to the Board and need not be repeated
in this report. The Board has consistently refused to grant either union shop or
closed shop provisions except where such arrangements are already in existence.
The Panel has found no unusual circumstances in this case and no evidence intended
to demonstrate irresponsibility on the part of the Union was introduced by the
Company. The majority of the Panel will therefore recommend the usual main-tenance of
membership clause.

RECOMMENDATIONS

The Panel hereby recommends that the Regional War Labor Board, acti as the duly authorized agent of the National War Labor Board, and pursuant to the powers vested in said Board by Executive Orders Nos. 9017, 9250, and 9328

1. Direct the Company to pay vacation wages on the basis of average straight time hourly earnings for the previous year.

2. Cause the provisions of the directive order to be retroactive to February 17, 1943, the date of certification to the Board, and direct that the new agreement shall be in full force and effect for one year from the date of the Board's directive order.

3. Approve the following wage schedule:

Production and Shipping Depart. employees (male and female):

First 384 hours of employment	.58 per hour
Class B Operators	.63 per hour
Class A Operators	.70 per hour
Janitors	.64 per hour
Tool and Die Makers	1.20 per hour
Machinists, First Class	1.08 per hour
Maintenance Men	.94 per hour
Maintenance Men - Trainees:	
First 6 months of employment	.79 per hour
Second 6 months of employment	.86 per hour
After 1 year of employment	.94 per hour
Die Setter	
Die Setter Trainees:	
First 6 months of employment	.69 per hour
Second 6 months of employment	.82 per hour
Third 6 months of employment	.90 per hour
After eighteen months of employment	.99 per hour

4. Direct the parties to include in their agreement a section providing as follows:

> "The principle of equal pay for equal work shall obtain for male and female employees alike. Should questions arise as to whether or not work is "equal" they shall be matters for discussion between the Shop Committee and the Company representatives at their regular meetings and shall properly be submitted to the grievance machinery where necessary." Wage adjustments made in the case of female employees shall likewise be retroactive to Feb. 17, 1943 (CHB).

5. Provide that the wage question for the machinist group only shall be subject to review by the Board upon the petition of either party after the results of the B. L. S. survey are available.

6. Direct the parties to include in their agreement a section providing as follows:

All production employees shall be classified in one of the three following classifications:

1. Probationary Operator
2. Class B Operator
3. Class A Operator

All production employees shall be classified as probationary operators for a period of 384 hours following their initial employment with the company or resumption of employment following a termination of seniority.

A Class B operator shall be any production employee who has served his probationary period and who is not advanced to a Class A Classification.

A Class A operator is any production employee who can meet the following requirements of either 1 or 2.

1 (a) Thorough knowledge of the various operations performed in the department and

(b) production normally expected from experienced operator and

(c) production with a minimum of rejects and

(d) ability to produce with a minimum of equipment breakage and

(e) compliance with safety regulations

2 (a) Thorough specialization at one or several production operations which normally require a greater percentage of the operator's time and he becomes so familiar with such work that he has above normal value in the operation or operations he performs.

Any production employee, if qualified, may be given Class A classification in more than one department, provided, however, that an employee transferred at the Company's request shall be required to serve a probationary period in no more than one department.

Any production employee may be advanced to a Class A classification as soon as he meets the above stated requirements.

If any production employee is advanced to Class A classification during his probationary period, such advancement shall affect his rate only and shall not affect such operator's seniority status.

Any production employee who is not advanced to Class A within 1152 hours after the date of employment shall have the right to request from the Company a statement covering the reason or reasons why he has not been advanced to a Class A classification.

Any question concerning the classification of any production employee which the Shop Committee or Union may wish to discuss shall be considered at regular meetings of the Shop Committee and the Company representative or representatives to be held at the close of the plant or day shift on the first Friday of each month.

6. Direct that hereafter the probationary period shall be 384 hours and that the parties make the necessary changes in their agreement to so provide.

7. Direct the parties to include in their agreement a section providing as follows:

"Any subject in dispute may eventually be submitted to an arbitration board with the exception of matters pertaining to the re-classification of a Class B operator who has been employed by the Company for a period less than 1152 hours."

7. Direct the parties to include in their agreement a section providing as follows:

"If for any reason employees in one department are laid off and extra employees are temporarily needed in another department, the employer agrees to give employment preference to the oldest employee qualified to perform the work available who has been laid off from the other department. Any employee who is transferred to another department or occupation shall receive the rate of pay in accordance with his classification in the department or occupation to which he is transferred provided, however, that no employee shall receive a reduction in his basic rate when such transfers are for a period of time less than one work week. When there are three or more days' work available in the department to which the employee has been previously attached, he shall be transferred back to that department and receive the rate then applicable to his classification. An employee who is transferred to a lower rated occupation as an accommodation to the Employer shall receive his regular occupation base rate of pay for one work week."

8. Direct the parties to include in their agreement a section providing as follows:

"All employees who, on midnight of the fifteenth day after the date of the Directive Order of the Regional War Labor Board in this case are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members, shall during the life of the agreement, as a condition of employment, remain members of the Union in good standing.

"The Union shall promptly furnish the Regional War Labor Board and the Company with a notarized list of members in good standing 15 days after the date of the Directive Order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbitrator appointed by the Regional War Labor Board whose decision shall be final and binding upon the Union and the employees.

"The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union) the dispute shall be regarded as a grievance and submitted to the grievance machinery, and if necessary to the final determination of an arbitrator."

Respectfully submitted,

/S/ C. H. LAWSHE
C. H. Lawshe, Chairman
Panel Member - Public

I dissent on maintenance
of membership but concur
in the rest of the report.

/S/ JAMES B. BEARDSLEE
James B. Beardslee
Panel Member- Industry

/S/ WILLIAM GYDESEN
William Gydesen
Panel Member - Labor

11

* Follow up:
by plant man[illegible]

See 8P

Benders

Job Evaluation since 1943-4

See page 7 for
statement on Ill.
Equal pay law.

UNITED STATES OF AMERICA
Before the
NATIONAL WAR LABOR BOARD
REGION VI

In the Matter of:	Case No. 111-13882-D
WILSON JONES COMPANY (Chicago, Illinois)	May 15, 1945
and	
UNITED PAPER WORKERS, LOCAL #148: PAPER WORKERS ORGANIZING COMMITTEE, CIO	

REPORT AND RECOMMENDATION OF THE PANEL

Introduction -- Parties

The Company

Wilson Jones Company, a Massachusetts corporation, is a trade manufacturer and wholesale distributor of ruled and printed loose-leaf sheets, binders, and blank books. About 10% of its output at the time of the hearing was produced for the government under prime contracts; approximately 82% of the balance of the output was said to be important for the war effort. The two principal manufacturing plants of the Company are located at Chicago, Illinois, and Elizabeth, New Jersey. Total employment at these two plants is approximately 1000. There are 498 production employees in the Chicago plant and approximately 250 production employees in the Elizabeth plant, about 90% of whom are represented by the Union in the instant dispute. The general offices of the Company are located at 3300 Franklin Boulevard, Chicago, Illinois. Mr. Fred D. Pitt is President of the Company.

The Union

United Paper Workers Local 148 is a local of Paper Workers Organizing Committee of the C. I. O. It was organized in March, 1937, as a local industrial union of the C. I. O. The first contract with the Company was signed on May 1, 1937. Subsequently the Local was affiliated with the United Paper Novelty and Toy Workers Union and more recently with the Paper Workers Organizing Committee. By decision of the National Labor Relations Board, Local 148 has been certified as the bargaining agent for most of the employees in both the Chicago and Elizabeth plants (21 N.L.R.B.942, 38 N.L.R.B.735). There are eight other bargaining units in the two plants, represented by craft unions affiliated with the A. F. of L. The President of Local 148 is Mr. Peter Bunch, whose address is 3257 West Chicago Avenue, Chicago, Illinois.

Background of the Dispute

Both parties refer to the tempestuous character of their relations between 1937 and 1942. It appears that there have been no important interruptions of production since the National War Labor Board settled the last previous major dispute by a directive order dated September 25, 1942 (Case No. 161). The parties incorporated the provisions of that order in a signed agreement dated December 2, 1942. The duration of the agreement was the duration of the war or a period of two years, whichever is less, with a provision for continuation thereafter from year to year unless modified by mutual agreement. Either party had the right at the end of any contract year to terminate or request a modification of the wage provisions of the contract by giving written notice 30 days prior to the end of the contract year. On October 26, 1944, the Union notified the Company of its desire to modify the provisions of the Agreement. As a result of negotiations, the Company and the Union executed an agreement on February 5, 1945, to modify the preamble and clauses regarding seniority, leaves, grievances, vacations, and hours and wages. They also signed a supplement modifying provisions of their agreement to conform to the provisions of Executive Order No. 9240, such provisions to remain in effect until the termination of their agreement or until the termination of Executive Order No. 9240, whichever is the sooner.

Various issues remained in dispute despite the mediation of the United States Department of Labor Conciliation Service, and the instant dispute was certified to the National War Labor Board on February 6, 1945. On February 22, 1945, the parties were requested to file briefs. Both parties promptly filed briefs.

A hearing was conducted by a tri-partite panel at the Board Offices in Chicago on April 5, 1945. The Company was represented by Mr. H. R. Cornell, Personnel Director; Mr. Henry Tenney, Attorney (120 S. La Salle Street, Chicago); and Mr. Fred D. Pitt, President. The Union was represented by Mr. Leon M. Despres and Mr. M. J. Myer, Attorneys (77 W. Washington St.); Mr. Peter Bunch, President; Mr. Frank Schaeffer, Shop Chairman, Mr. William Svec and Mr. Ernest Trapp, Members of the Bargaining Committee; Miss Mildred Schultz, Recording Secretary; and Mr. Burt J. Mason, Regional Director of the C. I. O. No stenographic transcript was made of the proceedings. Immediately after the hearing opened, a recess was granted to allow the Union to consider the possibility of objecting to the Industry Member's service on the Panel. The Union decided not to file an objection, and the hearing proceeded. Three days were allowed subsequent to the hearing for submitting additional data that was requested by the Panel.

Issues

The issues in dispute are as follows:

I. Pay for Holidays not worked
II. Starting Rates
III. Equalization of Wages in Chicago and Elizabeth
IV. Equal Pay for Equal Work
V. 6th Day Premium Pay for Part-Time Workers
VI. Fifteen-day Escape Clause
VII. Employment of Union Members
VIII. Check-off

I. PAY FOR HOLIDAYS NOT WORKED

Union Contentions

The Union proposed that employees be paid for the following holidays not worked: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

In support of its proposal, the Union contended that:

(1) Paid holidays are already established in other plants in this area holding contracts with the Paper Workers Organizing Committee, viz., Standard Cap and Seal Co., Western News Co., and W. M. Welsh Manufacturing Co.
(2) Pay for unworked holidays is common practice in the printing trades.
(3) The Company pays office employees for unworked holidays.
(4) The wages are low.
(5) A Philadelphia competitor recently started paying for unworked holidays.

Company Contentions

The Company opposed pay for unworked holidays.

In support of its proposal, the Company contended that:

(1) The Company has agreed to a more liberal vacation policy.
(2) The Union's request is not a customary arrangement.
(3) The Union's request would add to the Company's operating costs.
(4) The New York Regional War Labor Board recently denied a similar request in the plant of one of the Company's chief competitors.
(5) The Company must maintain its competitive position, and none of

its principal competitors pay for unworked holidays.

(6) The three companies cited by the Union are not in the same industry.

Discussion

Ordinarily the Company's plants do not work on the six holidays mentioned in the Union's request.

In connection with this issue and others to follow, the Company refers to its principal competitors. The Company identified these competitors as follows: National Blank Book Co., Holyoke, Mass.; Stationers' Looseleaf Co., Milwaukee; Macmillan Book Co., Syracuse; S. E. and M. Vernon Co., Elizabeth, N. J.; Mastercraft Corporation, Kalamazoo; Borum-Pease Co., Brooklyn.

The Union challenged this definition of the industry, insisting that the Company's operations were similar to those found in both the printing trades and in job suppliers.

Employees in the bargaining unit have not hitherto received pay for unworked holidays. The ordering of pay for unworked holidays would, therefore, be contrary to the policy of the National War Labor Board.

Recommendation

The majority of the panel recommends that the Union's request for pay for unworked holidays be denied.

II. STARTING RATES

Union Contentions

The Union proposed that the present starting rate of 47¢, which is increased after six weeks to 52¢, be changed to 55¢ (to be increased after six weeks to 60¢).

In support of its proposal, the Union contended that:

(1) The area and industry minimum rate is already higher than the amount requested.
(2) Binderies in this area have a minimum wage of 62½¢.
(3) Tallman Robbins & Co. and Workman Mfg. Co., competitors of this Company, have a minimum starting rate of 62½¢.
(4) The Regional War Labor Board has approved a minimum of 68 3/4¢ for 1000 bindery women of the Bindery Women's Union #30 dealing with the Franklin Association (Case No. 6-24317).
(5) Wages below 55¢ per hour are now regarded as sub-standard, in accordance with the Resolution of the National War Labor Board and its decision in the Textile Cases.
(6) In 1937 the starting rate was 40¢ and the 6-weeks rate was 45¢.
(7) The work performed by employees in Labor Grade 1 merits the requested rate.
(8) The Company is actually paying 52¢ as the starting rate.
(9) The low minimum rate is unstabilizing labor relations.

Company Contentions

The Company proposed a minimum rate of 50¢ per hour.

In support of its proposal, the Company contended that:

(1) The Company began paying 52¢ as the starting rate prior to the Presidential order freezing wages.
(2) If the starting rate is raised above 52¢, the entire wage structure contemplated in the Company's job evaluation plan will be affected.
(3) The Union's request would bring rates of inexperienced employees too close to the frozen rates of older and more experienced employees.
(4) The Company's principal competitors pay a minimum rate of 50¢,

except one that pays 52¢.

(5) Tallman Robbins & Co. is a job shop and, therefore, not a principal competitor.

Discussion

All of the employees involved are paid by the hour. There are no incentive rates.

The Company adopted a job evaluation plan in 1943, but job rates have not as yet been fully adjusted to conform with that plan because of difficulties encountered in securing approval of a Form 10 application. On April 6, 1944, the Company and the Union joined in a Form 10 application for approval of new rates under the job evaluation plan (6-35,584). The application was misinterpreted and the Board's decision was cancelled at the request of the parties. Another application was filed (6-42,102), covering all jobs in the job evaluation plan, both in the Chicago and the Elizabeth, N. J., plants, increases to be effective as of December 2, 1943. On October 12, 1944, the Sixth Regional War Labor Board issued a ruling of partial approval, applicable to rates in the Chicago plant only, and subject to final approval of the Economic Stabilization Director (since the Company had indicated that price relief would be requested). On November 9, 1944, the Union filed an appeal for reconsideration and review, seeking full approval of the requested rate increases and extension of the ruling to cover the Elizabeth, N. J., plant as well as the Chicago plant. The Company did not join in the appeal, but the Company has not as yet adjusted any rates in accordance with the Regional Board's ruling. The job titles and content have not changed since the date on which the parties filed Form 10 application No. 6-42,102, although the number of employees has declined. There are over 40 jobs in Labor Grade I; about half of the employees in this Labor Grade are performing simple bindery operations. The jobs with the largest numbers of employees are: Metal Assembler C, Glue Table Binder-Stiff, Glue Table Binder-Flexible, Liner, Inspector, Wrapper B, and Clean-Up Woman. There are a few machine operators in Labor Grade I, such as Drill Machine Operator B, Slotting Machine Operator, and Sewing Machine Operator B.

The following table shows the number of employees and rates (present, approved, and proposed) for the various labor grades:

LABOR GRADE	Employees (Ch'go and Elizabeth plants) (1944)	Present Low and High Rates	Ranges Proposed Form 10 #6-42,102	Ranges approved Chicago Plant #6-42,102	Employees Chicago Plant only (1945)	Union's Request in the instant case	Company's Proposal in the instant case	A. S. T. H. E.
I	348	.47- .57	.52- .63	.50- .60	163	.55-.60	.50	.559
II	158	.52- .67	.57- .72	.55- .67	99			.604
III	79	.57- .75	.62- .78	.60- .73	45			.634
IV	54	.60- .77	.67- .82	.64- .77	12			.701
V	37	.60- .83	.72- .88	.68- .83	30			.75
VI	37	.67- .88	.77- .94	.72- .89	37			.762
VII	36	.75- .98	.82-1.03	.76- .98	12			.90
VIII	50	.77-1.05	.87-1.10	.80-1.05	53			.964
IX	16	.90-1.14	.94-1.19	.87-1.12	12			1.084
X	49	.95-1.20	1.02-1.27	.95-1.20	25			1.17
XI	2	1.05-1.29	1.12-1.37	1.05-1.29	4			1.23
XII	7	1.15-1.42	1.22-1.47	1.15-1.37½	6			1.30
	873				498			

For the past two and one-half years employees have been hired in at 52¢ per hour with no automatic increase at the end of six weeks. Under the contract of December 2, 1942, the increase from 47¢ to 52¢ at the end of six weeks is the only automatic length-of-service increase (Section 16-C).

In a post-hearing letter dated April 10, 1945, the Union stated that "In the Wilson-Jones Company case the Union requests that these principles of the Cotton Textile decision be applied, and requests that the Board make the same correlative adjustments in inter-related job classifications."

Four questions are distinguishable in this wage issue: (1) Should the starting rate be increased to 55¢? (2) Should the six-week rate be increased to 60¢? (3) Should correlative adjustments be made in inter-related classifications? (4) On what date should the increases, if any, be effective?

(1) Should the starting rate be increased to 55¢ per hour? In view of the Textile decisions, the resolution of the National War Labor Board on February 26, 1945, regarding substandard rates, and more recent action of the Sixth Regional War Labor Board, the starting rate in the instant case should be increased to 55¢ per hour. By the agreement dated December 2, 1942, a five-cent automatic progression was provided for employees hired at the plant minimum. The Board's recent actions seem to justify an increase in the six-week rate from 52¢ to 60¢ per hour.

(2) Should correlative adjustments be made in inter-related classifications? It is true that in the Cotton Textile orders the Board provided for increases in labor grades which were above the substandard level. The majority of the panel, however, believes that the question of increases for the higher labor grades is not properly before the panel in the instant case. The Cotton Textile cases were discussed by the Union during the course of the hearing, but there was no clear indication of a request for a specified increase in the higher labor grades. The change in Board policy which is inherent in the Cotton Textile cases may affect the disposition of the Union's appeal for reconsideration and review of the Board's ruling in Case 6-42,102; but it would be improper for this panel to make a recommendation with respect to rates other than the starting and six-week rates of the lowest labor grade.

(3) The wage provisions of the parties' agreement expired on December 2, 1944, because the Union gave proper notice of a desire to modify those portions of the agreement. Wage increases ordered in the instant case, therefore, should be effective as of December 2, 1944.

Recommendation

The majority of the panel recommends

(1) that the starting rate for Labor Grade I be increased to 55¢ per hour, and that the six-weeks rate for Labor Grade I be increased to 60¢ per hour;
(2) that the Union's request for changes in the rates for Labor Grades other than Labor Grade I be denied;
(3) that wage increases ordered in the instant case be retroactive to December 2, 1944.

III. EQUALIZATION OF WAGES IN CHICAGO AND ELIZABETH

Union Contentions

The Union proposed that the Company agree to pay the prevailing wage in the Elizabeth or Chicago areas, whichever is higher.

In support of its contention, the Union contended that:

(1) The Company has always stated that it desires that its wage rates be equal in the two plants.
(2) The Company increased the wages of rulers in Elizabeth when they left this Union and joined a local A. F. of L. union, with the result that rulers are paid $1.23 in Elizabeth and $1.18 in Chicago. Form 10 Application 6-58,853 is before the Sixth Regional War Labor

Board seeking approval of $1.23 as the rate for rulers in the Chicago plant.

(3) This proposal is necessary to stabilize labor relations and prevent the splintering of the Union.

(4) The operations are similar in the two plants.

Company Contentions

The Company opposed the inclusion of a provision in the contract requiring the Company to pay the higher rate as proposed by the Union.

In support of its position, the Company contended that:

(1) It had always made an effort to maintain as near an equal rate as possible for jobs of comparable skill in the two plants.

(2) A contract provision on this matter is undesirable because the two plants are subject to different Regional War Labor Boards.

(3) It is necessary to deal with different unions having jurisdiction over the same crafts in the two plants.

(4) The employees in the two plants do not in all instances have the same efficiency.

Discussion

It is unusual for the rates of two plants which are more than 800 miles from each other to be covered by the same contract. The National Labor Relations Board, however, found that part of these two plants constituted a proper bargaining unit. The Sixth Regional War Labor Board in passing upon the parties' Form 10 application in Case No. 6-42,102 limited its ruling to the Chicago plant and notified the Second Regional War Labor Board of its action, leaving the question of wage rates in the Elizabeth, New Jersey, plant for disposition by the Second Regional Board. On the other hand, there are precedents for Regional Boards hearing and deciding company-wide wage issues that affect plants in several Regions, as in the case of the Seventh Regional Board making a determination in the Bemis Bag Co. case which involved plants in the Fourth, Sixth and Seventh Regions.

The Company's two plants are divided into eight bargaining units. The unit represented by the Union in the instant case is the only unit represented by an industrial type union, affiliated with the C. I. O. Corresponding departments in the two plants are, in several instances, represented by different unions. The contract dates of the various unions do not coincide. Quite apart from the possibility of raiding, there is the possibility, which has already become an actuality, of dissatisfaction due to the granting of an increase in one plant which is not paralleled by an increase in the other plant.

The Company states that it has pursued the policy of equalizing so far as possible rates paid in Chicago and Elizabeth. While recognizing that approval for wage increases must now be secured in two regions, the majority of the panel fails to see why the historical policy of the Company should not be stated in the agreement of the parties.

The wording of the panel majority's recommendation does not follow the wording of the Union's request. Whether the Company shall pay "the prevailing wage" of either area is a proper subject for collective bargaining at the time of contract negotiation.

Recommendation

The majority of the panel recommends that the parties be directed as follows: "When an increase is granted in one plant, the Company shall grant the same increase to the employees performing the same or similar operations in the other plant."

IV. EQUAL PAY FOR EQUAL WORK

Union Contentions

The Union requested a provision in the contract that equal pay be given for equal work, regardless of sex, race, or creed.

In support of its request, the Union contended that:

(1) The Illinois statute is vague, ambiguous, and inadequate.
(2) The Illinois statute is below the standards set by the National War Labor Board.

Company Contentions

The Company opposed the Union's request.

In support of its position, the Company contended that:

(1) It is the Company's policy to comply with State laws in respect to equal pay for equal work.

Discussion

The question before us is not the question whether men and women are actually receiving equal pay for equal work. It is rather the question whether the parties' contract shall contain a statement of policy concerning the wage rates of men and women.

The instant dispute is before the National War Labor Board rather than an agency of State government. It is proper, therefore, that the policy of the National War Labor Board as contained in General Order No. 16 and interpretations should be applied.

Recommendation

The panel recommends that the parties be directed as follows:

"The wage rates of females employed on jobs on which men are or have been employed shall be equal to the wage rates of males, if the quality and quantity of work on the same or similar operations are comparable."

V. SIXTH DAY PREMIUM FOR PART-TIME WORKERS

Union Contentions

The Union proposed that employees be paid time and one-half for the sixth day regardless of the number of hours worked during the week.

In support of its proposal, the Union contended that:

(1) Because of the manpower shortage the Company has employed school boys and married women to work part-time.
(2) By paying these employees straight time on the sixth day, the Company secures cheaper labor for the sixth day.
(3) At one time the parties had agreed that time and one-half should be paid part-time employees on the sixth day if they had worked 4 hours per day during the preceding 5 days.
(4) The Union's proposal would bring more employees to work on Saturday.

Company Contentions

The Company opposed the Union's request.

In support of its position, the Company contended that:

(1) The employment of part-time women and boys is an emergency measure.
(2) The Company would prefer to rely exclusively on full-time employees.
(3) The part-time employees work at their own convenience.
(4) Premium pay on Saturday for the part-time employees would be unfair to the full-time employees.

Discussion

At the present time there are about 50 part-time employees.

Executive Order No. 9240 does not mention part-time workers. This silence can be interpreted to mean that part-time workers shall receive the same treatment as full-time workers. Such an interpretation, however, results in an absurdity in the case of a school boy who works one hour per day on the five school days of the week and eight hours on Saturday. The school boy's average rate in this case would be 121% of the full-time worker's average rate, assuming that both work eight hours on Saturday.

Other relevant considerations are as follows:

1. Part-time employees are not now paid time-and-one-half for the sixth day unless they work more than 40 hours during the week.
2. Full-time employees are paid time-and-one-half for the sixth day worked. The 1942 contract calls for time-and-one-half for any work performed on Saturday. ***
3. The regularly scheduled work week is specified in Section 15 of the parties' agreement and it consists of a 40-hour week.

The majority of the panel has formulated its recommendation so as to avoid the absurdity mentioned above and at the same time reward extra hours worked by part-time employees on the sixth day.

Recommendation.

The majority of the panel recommends that the parties be directed as follows: "Part-time employees shall be paid time-and-one-half for hours worked in excess of four hours on the sixth day of the regularly scheduled work week."

VI. FIFTEEN DAY ESCAPE CLAUSE

Company Contentions

The Company requested that a new contract should provide for a new 15-day escape clause.

In support of its request, the Company contended that:

(1) It is not opposing a maintenance of membership clause, as ordered in Case No. 161.
(2) The Maintenance of Membership Clause ordered in Case No. 161 included a 15-day escape clause.
(3) Employees should be given the same right to withdraw now as the War Labor Board gave them in connection with the signing of the last contract.
(4) If this were done, it would merely carry forward into the new contract the arrangement which the Board prescribed in the old contract.
(5) The Company's request is in line with National Board policy as declared in the Humble Oil and Refining Co. case.
(6) This request was discussed during negotiations, although the Company stated that it would drop the request if the Union dropped other issues.
(7) The Conciliator's letter says that this is part of the issue with respect to the employment of union members.

Union Contentions

The Union opposed a 15-day escape clause.

In support of its position, the Union contended that:

(1) The Company's request was not properly before the panel.
(2) The Union did not ask for a new contract, but for a modification of the old contract.
(3) In including this issue in its amended certification, the Conciliation Service simply made an error of which the Company should not be permitted to take advantage.

*** The February 5, 1945, supplement (Sec. 6) calls for compensation at one and one-half times the regular rate for all work on the sixth day worked as long as Exec. Order 9240 is effective or until termination of the agreement, whichever is sooner.

(4) When the expiration date of the 1942 contract arrived, the Company had made no request for modification, and therefore the contract was automatically continued in effect, except as to those provisions covered by the Union letter requesting modification.
(5) The Company favors the A. F. of L. unions and will use the 15-day escape clause for the purpose of dis rupting this Union.
(6) In a similar case of the Victor Products Corporation (22 WLR 416), a 15-day escape clause was denied.

Discussion

The parties' agreement of December 2, 1942, incorporates the standard maintenance of membership clause which was ordered in Case No. 161 on September 25, 1942. The escape period consisted of fifteen days following September 25, 1942.

The Union notified the Company on October 26, 1944, that it desired to modify the agreement of December 2, 1942. The Company did not notify the Union of a desire to change the agreement. The deadline for notification of a desire to modify or terminate the agreement was November 3, 1944. During the negotiations the Company indicated a desire for a new escape period, but did not propose elimination of the maintenance of membership clause. Commissioner Jacobson did not mention the escape period question in his original report, but at the Company's request the certification was amended to include this issue.

Those portions of the December 2, 1942, agreement which neither party expressed a desire to modify prior to November 3, 1944, continue in full force and effect. The Company did not give proper notice of a desire to modify the maintenance of membership clause. Compliance with the Company's request at this time would seem, therefore, to constitute a disturbance of the parties' agreement.

This finding is without prejudice to the Company's right to notify the Union thirty days prior to December 2, 1945, of a desire to eliminate or change the maintenance of membership clause.

There are rival unions in the Company's two plants.

Recommendations

The majority of the panel recommends that the Company's request for a fifteen-day escape period be denied.

VII. EMPLOYMENT OF UNION MEMBERS

Union Contentions

The Union proposed that "membership in good standing" be declared to mean more than the payment of union dues.

In support of its proposal, the Union contended that:

(1) The Company has interpreted "good standing" to mean only that an employee must be paid up-to-date in his union dues.
(2) The Union is democratic and responsible and is entitled to all of the security intended by the National War Labor Board.
(3) Section 18-(B) in the parties' Agreement is a remnant of the parties' former closed-shop contract, and its definition of good standing as to payment of dues is not intended to weaken the maintenance of membership clause.
(4) A fine of 50¢ is levied for not attending one meeting in three months.
(5) No assessment can be levied by a Local without prior written approval of the National Office of PWOC.
(6) The Union's claim is supported by the Big 4 Meat Packing cases. (21 WLR 699)

Company Contentions

The Company opposed making the payment of anything except regular dues a condition of employment.

In support of its position, the Company contended that:

(1) The maintenace of membership clause was directed by an order dated September 25, 1942.
(2) On that date the Union's constitution and by-laws did not provide for fines to be imposed upon Union members, and the provision referring to financial obligations referred only to the payment of dues.
(3) Subsequent to September 25, 1942, the Union changed its by-laws to provide for fines on employees for non-attendance at Union meetings.
(4) Nothing has happened to justify change from the requirements in case No. 161.
(5) Section 18-B of the 1942 contract does not mention fines in connection with good standing.

Discussion

Section 18-B of the parties' contract does not say that a member is in good standing if he has paid his dues. It says: "The Union shall have the right to determine whether a member is in good standing as to payment of dues," and then proceeds to set limits to allowable delinquency. The panel is unable to see how this section can be interpreted as giving a complete definition of good standing.

This section was not ordered by the National War Labor Board in Case No. 161. The Board did order the standard maintenance of membership provision. The requirements of good standing may change within the limits of reasonableness: the Board does not freeze the Constitution and By-Laws of a Union. Fines for non-attendance at Union meetings have been added by this Union to its requirements for good standing since the date of the directive order in Case No. 161, and they constitute a reasonable change.

The majority of the panel believes that an arbitrator would so find if a dispute over the good standing of any particular Union member went to arbitration, as provided in the agreement. However, in order to avoid the necessity of going to arbitration in cases involving non-payment of fines, the panel majority recommends a change in Section 18-B which will make its meaning unmistakable.

Recommendation

The majority of the panel recommends that the parties be directed to substitute the following for the first sentence of Section 18-B of their agreement dated December 2, 1942: "The Union shall have the right to determine whether a member is in good standing as to the payment of dues or as to other requirements of membership, subject to the application of the policies of the National War Labor Board on 'membership in good standing' as contained in the 'standard maintenance of membership clause' used by the Board and herein contained in Sections 1, 2, 3, and 4."

VIII. CHECK-OFF

Union Contentions

The Union proposed an automatic check-off.

In support of its proposal, the Union contended that:

(1) Its request is in line with Board policy.
(2) The check-off assures maintenance of membership in good standing.
(3) Discharge cases have been occasioned by non-payment of dues in order to get a release from an essential plant.
(4) The Union is in danger of being raided, having lost the Elizabeth rulers to an A. F. of L. union a short time ago.
(5) The Company already makes deductions for a Benevolent Association.
(6) The employees are paid by check, and dues collection by the stewards is time-consuming.
(7) The Company favors A. F. of L. unions.
(8) The A. F. of L. unions have closed shop contracts.

Company Contentions

The Company opposed the check-off.

In support of its position, the Company contended that:

(1) The Company accepted the War Labor Board directive as a war measure, but cannot agree to any expansion of it.
(2) The collection of dues is a duty of the Union, not of the Company.
(3) Check-off is not common practice in the industry.
(4) The Company's accounting department is already short-handed.
(5) There are eight other unions in the two plants and they do not have check-off.
(6) The Company's chief competitors do not have the check-off.

Discussion

The Union is responsible; there have been no work stoppages during a period of more than two years.

The Union's Constitution requires the annual election of officers and regular reports and audits of the Secretary Treasurer's accounts.

The initiation fee is $2.00, and the monthly dues are $1.00.

The instant case appears to be similar to the Bike-Web Manufacturing Company case in which a check-off was ordered although no escape period was provided under an extended maintenance of membership clause.

Recommendation

The majority of the panel recommends that the parties be directed as follows: "The Company, for all members of the Union, shall deduct from the first pay of each month the Union dues for the preceeding month and promptly remit the same to the appropriate officer of the Union. Initiation fees shall be deducted by the Company and shall be remitted to the appropriate officer of the Union in the same manner as dues collection."

SUMMARY OF RECOMMENDATIONS

I. The majority of the panel recommends that the Union's request for pay for unworked holidays be denied.

II. The majority of the panel recommends:
(1) that the starting rate for Labor Grade I be increased to 55¢ per hour and that the six-weeks rate for Labor Grade I be increased to 60¢ per hour;
(2) that the Union's request for changes in the rates for Labor Grades other than Labor Grade I be denied;
(3) that wage increases ordered in the instant case be retroactive to December 7, 1944.

III. The majority of the panel recommends that the parties be directed as follows: "When an increase is granted in one plant, the Company shall grant the same increase to the employees performing the same or similar operations in the other plant.".

IV. The panel unanimously recommends the following: "The wage rates of females employed on jobs on which men are or have been employed shall be equal to the wage rates of males, if the quality and quantity of work on the same or similar operations are comparable."

V. The majority of the panel recommends the following: "Part-time employees shall be paid time-and-one-half for hours worked in excess of four hours on the sixth day of the regularly scheduled work week."

VI. The majority of the panel recommends denial of the Company's request for a fifteen-day escape period

VII. The majority of the panel recommends that the parties be directed to substitute the following for the first sentence of Section 13-B of their agreement dated December 2, 1942: "The Union shall have the right to determine whether a member is in good standing as to the payment of dues or as to other requirements of membership, subject to the application of the policies of the National War Labor Board on 'membership in good standing' as contained in the 'standard maintenance of membership clause' used by the Board and herein contained in Sections 1, 2, 3, and 4."

VIII. The majority of the panel recommends the following: "The Company, for all members of the Union, shall deduct from the first pay of each month the Union dues for the preceding month and promptly remit the same to the appropriate officer of the Union. Initiation fees shall be deducted by the Company and shall be remitted to the appropriate officer of the Union in the same manner as dues collection."

Respectfully submitted,

/s/ Wayne A. R. Leys
Public Member

/s/ Harry B. Kulp
Industry Member
(Dissenting on Issues II(1), III, V, VI, VII, VIII.)

/s/ Earl T. McGrew
Labor Member
(Dissenting on Issues I, II(2)

DISSENTING OPINION OF THE INDUSTRY MEMBER

On Issues II (1), III, V, VI, VII, VIII

II (1). Starting Rates

According to testimony brought before the panel hearing by the Company, a survey was made covering the six principal competitors in the industry. Five of the companies have a minimum rate of 50¢ and the sixth a minimum rate of 52¢. The firms mentioned in the testimony given to the panel by the Union are not competitors in the sense that they are job shops, whereas the six companies referred to in the Company's testimony are trade manufacturers the same as Wilson Jones Company.

I recommend a minimum rate of 52¢ with a progression of 5¢ after six weeks for employees in this labor group.*

III. Equalization of Wages in Chicago and Elizabeth

The Panel and this board has no authority to amend the contract in question in a manner that automatically sets up wage standards in a region not under the jurisdiction of the Sixth Regional War Labor Board. Testimony brought before the panel showed that the Company is obliged to bargain with eight other unions. Each of these contracts expires at a different date. The effect of the majority opinion would be to make each union the bargaining agent for every other union whose membership included employees doing similar work in the other plants.

V. Sixth Day Premium for Part-Time Workers

The principle and the practice which has been in effect in the Company's plants since November 1, 1942, has been to pay time and one-half after eight hours in one day and after forty straight time hours in one week. Part-time workers should have no pay or rate advantage over regular employees.

VI. Fifteen-Day Escape Clause

The fifteen-day escape clause was not contested by either of the parties. It was not made an issue by the Company because of board policy to provide maintenance only for the duration of a contract and upon renewal to provide the same fifteen-day escape period provided in the previous order or agreement. If the present contract is construed to be in force in its present form, the escape period has elapsed until the anniversary of the new contract. If, however, the board by a new directive, orders changes in the present contract, the escape period should commence on the date the new directive is issued.

VII. Check-off

Nothing in the testimony presented by the Union indicated in anyway that the Company failed to discharge Union employees for non-payment of dues. The Union states, in the case of several employees who failed to pay dues the past two and a half years, that the Company immediately discharged these employees upon the Union's request. During the testimony this information was substantiated by Company officials and the actual number so discharged was three employees.

The Union made no charge of having been denied adequate opportunity for the collection of du

Further, the War Labor Board directive of September, 1942, imposed a Maintenance of Membership shop where an Open shop previously existed. The fifteen-day escape clause provided at the time did not give the employees an opportunity to choose their position on the basis of Check-Off. The present contract was written to provide that "either party may, at the end of any contract year, terminate or request a modification of the wage provision of this contract by giving to the other party, 30 days prior to the end of such contract year, written notice of its intention to so terminate or of its desire to modify." The present contract has not been terminated, and until such action is taken by either party, the contract as written, for the duration of the war, should follow the pattern set up by the directive, which in this case did not provide Check-Off. Any modification of the present Company-employee relationship would be a reversal of the Board's original directive. Nothing has taken place which calls for a reversal on the question of dues payment.

Respectfully submitted,

/s/ Harry B. Kulp
Industry Member

* It is stated in the first paragraph on page five of the panel report that the Company for the past two and one-half years, has hired employees at 52¢ per hour, with an automatice increase at the end of six weeks. This is incorrect. Employees have been hired at 52¢ instead of 47¢, thus getting the benefit of the 5¢ progression at the time they are hired without being required to serve the regular six weeks' learning period.

UNITED STATES OF AMERICA

Before the

NATIONAL WAR LABOR BOARD,
Region VI

WILSON JONES COMPANY :
(Chicago, Illinois)
:
and AUG 24 1945
:
UNITED PAPER WORKERS, LOCAL
NO. 148, OF PAPER WORKERS :
ORGANIZING COMMITTEE, CIO. Case No. 111-13862-D

DIRECTIVE ORDER

I. The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 3, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties and orders that:

1. The Union's request for pay on the six named holidays when they are not worked, is hereby denied.

2. The Company shall institute a starting rate of fifty-five (55¢) cents per hour progressing to fifty-nine (59¢) cents per hour four (4) months from the date of hire.

3. The Union's request that the Company pay the prevailing wage at either the Elizabeth or Chicago area, whichever is higher, is hereby denied.

4. The principle of equal pay for equal work as set forth in General Order No. 16, copy of which is attached, shall be adopted by the parties. Disputes with respect to the application of the principle in individual cases shall be handled through the regularly established grievance procedure of the contract.

5. Part time employees shall receive overtime payment at the rate of time and one-half for all work performed in excess of four (4) hours on the sixth day worked in any regularly scheduled work-week, provided, however, that there shall be no pyramiding of overtime in the event that such hours worked coincide with overtime hours under the existing provisions on overtime in the contract between the parties.

6. The Company's request for the incorporation of a fifteen-day escape clause in the agreed-upon maintenance of membership provision, is hereby denied.

7. The parties shall insert in their agreed-upon maintenance of membership provision the following:

> The Company, for those employees who appear on the notarized list of members in good standing to be submitted by the Union, shall, for the duration of the contract between the parties, deduct from their first pay of each month the Union dues for the preceding month and promptly remit same to the appropriate officer of the Union. The initiation fee of the Union shall be deducted by the Company and remitted to the appropriate officer of the Union in the same manner as dues collections.

Directive Order
Wilson Jones Company
Case No. 111-13882-D
continued -

8. Membership in good standing in the Union shall be determined by the existing by-laws of the Union. Questions relating to good standing of new employees under the maintenance of membership provisions agreed-upon by the parties shall be determined in accordance with the procedures of the Board on such issues as established in the Board's standard maintenance of membership provision.

II. The foregoing terms and conditions of employment shall govern the relations between the parties and shall be incorporated in a signed agreement reciting the intention of the parties to have their relations governed thereby, as ordered ordered by the National War Labor Board.

III. This Order shall stand confirmed as the Order of the National War Labor Board and, unless otherwise directed by the National War Labor Board, shall take effect 14 days from the date hereof unless in the meantime a petition for review is filed with the National War Labor Board through the Sixth Regional Board, in which event this Order shall be suspended until disposition of the petition for review, unless the National War Labor Board otherwise directs, or has otherwise directed, or the parties otherwise agree. Notwithstanding any other provisions of this paragraph, that part of this Directive Order which continues in effect the terms and conditions of a prior contract which has expired or has been otherwise terminated, shall not be suspended or stayed by the filing of a petition for review but shall be effective according to its terms unless and until the Board upon consideration of a petition for review otherwise directs.

IV. Nothing in this Order is intended to prevent the parties from agreeing on the date when the Order or any part thereof shall take effect (subject only to the provisions of paragraph V) and in the event a petition is filed with the National War Labor Board through the Sixth Regional Board seeking review of portions of this Order, either party may request the Regional War Labor Board to make the remaining portions of the Order immediately effective.

V. If a timely application for price relief as been filed with the Office of Price Administration as required by Executive Orders No. 9250 and 9328, as supplemented by the Directive of May 12, 1943, the provisions of this Directive Order which are made the basis for the application shall in any event become effective only upon determination by the Office of Price Administration that the cost increases ordered will not require any change in price ceilings or, if no such determination is made, then upon approval by the Director of Economic Stabilization. The parties will be promptly notified of such action.

FOR THE PUBLIC	FOR INDUSTRY (dissenting with respect to starting rate, denial of escape period, check-off, and overtime provision for part-time employees)	FOR LABOR (dissenting with respect to denial of payment for holidays not worked, denial of equalization of rates at Elizabeth and Chicago plants)
/s/ Samuel Edes	/s/ C. B. Magrath	/s/ George S. Nordstrom
W. G. Brown	/s/ J. Dean Leffler	Carl Herreitter
/ Alex Elson (dissenting with respect to denial of equalization of rates at Elizabeth and Chicago plants)	/ A. J. Egan	/s/ Joseph J. Kehoe

WB copy

UNITED STATES OF AMERICA
BEFORE THE NATIONAL WAR LABOR BOARD
REGION VI

Equal pay for comparable quality & quantity

Some discussion on job content!

In the Matter of:

YOUNG RADIATOR COMPANY
(Racine, Wisconsin)

and

INTERNATIONAL UNION, UNITED AUTOMOBILE, AIRCRAFT AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, LOCAL NO. 37, CIO

MAY 27 1944

Case No. 111-4913-HO

DIRECTIVE ORDER

The Regional War Labor Board for the Sixth Region, acting as the duly authorized agent of the National War Labor Board in the exercise of the powers vested in it by Executive Order No. 9017 of January 12, 1942, the Executive Orders, Directives and Regulations issued under the Act of Congress of October 2, 1942, and by the War Labor Disputes Act of June 25, 1943, hereby decides the dispute between the parties and orders that the following terms and conditions of employment shall govern the relations between the parties:

> All classifications listed in Exhibit "A" of the Company-Union contract shall continue to receive female rates, with exception of those departments changed by Exhibit "C" of the Company-Union contract.

This Order shall stand confirmed as the Order of the National War Labor Board and, unless otherwise directed by the National War Labor Board, shall take effect fifteen days from the date hereof unless in the meantime a petition for review is filed with the Regional War Labor Board, in which event this Order shall be suspended until disposition of the petition for review, unless the National War Labor Board otherwise directs, or has otherwise directed, or the parties otherwise agree.

FOR THE PUBLIC	FOR INDUSTRY	FOR LABOR (Dissenting)
s/Edgar L. Warren	s/L. E. Roark	s/Samuel C. Evett
s/Dale Yoder	s/J. B. Beardslee	s/Rudolph Faupl

WB copy

UNITED STATES OF AMERICA

Before the

NATIONAL WAR LABOR BOARD

REGION VI

Equal pay
Separate jobs for women
listed
2 ~~for~~ for where women
replace men.

In the Matter of:

YOUNG RADIATOR COMPANY
(Racine, Wisconsin)

and

INTERNATIONAL UNION:
UNITED AUTOMOBILE, AIRCRAFT AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, LOCAL #37, CIO

Case No. 111-4913-HO

February 25, 1944

REPORT AND RECOMMENDATION OF THE HEARING OFFICER

The Parties

The Young Radiator Company is engaged in the manufacture of radiators, heat transfer equipment, oil coolers and jacket water coolers. It employs approximately 800 production and maintenance employees.

The United Automobile, Aircraft and Agricultural Implement Workers of America, Local #37, CIO, has had contractual relations with the Company since 1933. The present contract was entered into on July 18, 1940 and, with numerous amendments, is still in force.

History of the Dispute

The Union demanded that all work performed at the plant be paid for at the male schedule of rates whether such work was performed by male or female help. The Company denied the Union's request, whereupon the United States Department of Conciliation was called in to settle the controversy and upon its failure, the matter was referred on November 9, 1943, pursuant to a stipulation of the parties to the National War Labor Board. The undersigned was appointed Hearing Officer. On January 4, 1944 a hearing was held at Racine, Wisconsin, at which time and place all parties in interest were present or represented.

Issues

I. Equal pay for female help doing the same work as or comparable to that done by male help.

I. Equal Pay for Female Help Doing the Same or Work Comparable to That Done by Male Help

The Union Demands that all work performed be paid for at the male schedule of rates whether such work be performed by male or female.

The Union Contends:

1. That the only fair and equitable procedure in determining the proper hourly rate, timing rate, or unit price on any operation performed is on the basis of job content;

2. That it is discriminatory to pay female employees less money than that paid to male employees when doing the same or comparable work;

3. That wages be paid in accordance with classifications on the basis of the description of the work performed.

The Company Contends:

1. That the female employees in certain departments doing the same work as or comparable with that done by male employees are receiving the same rate;

2. That the female employees in certain departments now receiving less than the male employees doing somewhat comparable work, are doing work that has always been done exclusively by females.

Discussion of the Issue:

Prior to December 7, 1941 there were 14 females employed out of a total employment of 356 in the Production Department. At the present time there is a total of approximately 112 females, of which number 61 are receiving the same rates as those paid to male employees. 51 employees are receiving female rates and the rates paid to these 51 employees are the basis of the present dispute. Of these 51, 20 work as oil cooler assemblers, 5 work as stock room clerks and the remainder in various other departments in the plant.

The Company contended that the oil cooler assemblers traditionally was a female department exclusively. This the Union admitted. The Company further contended that women were always used in the stock room for the handling, sorting and dispensing of small parts. The sorting, handling and dispensing of the heavy parts were done by male employees. This in effect the Union admitted in its job description.

Exhibit "A" of the Company-Union contract which was entered into on July 18, 1940 took into consideration the fact that the work in certain departments could be and was being done by female help. The following is a copy of Exhibit "A" as set forth in the contract:

"EXHIBIT 'A'"

Women's Job

"The Company agrees that it will not replace men with women.

"It is agreed, however, that the operations as listed below can be performed by female labor:

" 1. All stock room labor which is now being performed by female labor;

" 2. All initial orders for the present automotive type 'R' cores within the following size limits:

" (a) Up to 16-inch tube length having 7 fins or less per inch;

" (b) Up to 14½-inch tube length having more than 7 fins per inch;

" 3. In the event this type core is replaced by another type core, then such replacement shall come under the above size limits.

" 4. All cores now being done by male help will continue to be done that way,

" 5. All 'Z' type and 'AC' type cores, one row, will continue to be made by female labor;

" 6. Operation of punch presses used for punching fins;

" 7. Pushing carts of stock around on rollers as required for their own assembly work or of fins punched by them;

" 8. All tube grinding or burring;

" 9. Assembly of hairpins, as now being performed by female help;

" 10. Assembly of 'CR' cores of all sizes as required;

" 11. Assembly of fin spacers, either wood or metal, as may be required for special cores, as now being performed by female help;

"12. Assembly of bullets or pilots for tube pushing as may be required in special cases;

13. Tube testing and assembly of oil coolers or other cartridge type cores;

14. Wrapping or packaging of small parts in paper or cartons;

15. Women will be confined to female departments."

On October 22, 1942 the following amendment was made to the Company-Union contract, which was as follows:

"EXHIBIT 'B' TO AMENDMENT NO. 6
October 22, 1942

"The Bargaining Committee,
Local No. 37 U.A.W.A.,
Employees of Young Radiator Co.

Re: Employment of Women on Work Now Done by Men

"Gentlemen: Attention of Mr. Blendon DeMint.

" Confirming discussions at the bargaining table and for the purpose of establishing an understanding for the employment of women on work now done by men, we are listing some of the jobs which in our opinion can most readily be worked by women. This list is not necessarily complete or final but will, we believe, indicate jobs that may be filled with women when men are not available.

"It is further agreed that women will not hold seniority on such jobs and that they will be replaced by men returning from military service as soon after the termination of the war emergency as these men are available for work.

" (Tentative list omitted)

" On production work, women will be paid the same piecework rate as that paid to men for the same operation. On day work jobs the same rate will be paid if the woman is able to do and does actually the same job as that done by the man.

"All questions arising from the use of women will be amicably settled at the bargaining table.

" Very truly yours,

YOUNG RADIATOR COMPANY.
Signed A. D. LYNCH,
Personnel Manager"

"A. D. Lynch/vam."

"EXHIBIT 'C' TO AMENDMENT NO. 6 Men - Women's Jobs

The following operations have been agreed upon by both committees to allow female workers to replace male workers in line with Amendment No. 6 and Exhibit 'B.'

" 1.	First Preparing Operation. . . .	Oil Cooler Dept.
2.	Second Preparing Operation. . .	Oil Cooler Dept.
3.	Washing Shells.	Oil Cooler Dept.
4.	Wiring.	Oil Cooler Dept.
5.	Inspection.	Oil Cooler Dept.
6.	Assembly, Heat-Exchangers.	C. R. Dept.
7.	Cork Tubing.	Bolting Dept.
8.	Fin Straightening.	General
9.	Periscope Box Assembly.	Unit Heater Dept.
10.	Terminal Unit Assembly.	C. R. Dept.
11.	Pushing of Agitators in M-4 Unit.	Core Dept.

"12. Testing of D-5 and D-8 Valve Castings . . . . Castings Inspection Dept.
13. Sweeping . . . . General
14. Trucking . . . . General"

From an examination of Exhibits "B" and "C" it appears that the Union was aware that certain departments in the plant were female departments and that a differential had always existed between male and female rates. The Union by agreeing to Exhibits "B" and "C" agreed with the Company on October 22, 1942 that only female workers replacing male workers should receive equal pay. By their agreement they recognized the fact that the departments as listed in Exhibit "A" were traditionally female departments, and those listed in Exhibit "C" were traditionally male departments.

The Union further argues that inasmuch as only 51 persons, or 7½%, of the employees would be affected, the Board should allow an increase in the wages of these 51. This position of the Union is untenable. If an increase were given for the reason that only 7½% of the employees were affected, an intra-plant inequality would immediately exist.

General Order No. 16 provides for adjustments to equalize the wage or salary rates paid to women with rates paid to men for comparable work. The order, however, does not and never has applied to jobs to which only women have been assigned in the past. The rates for jobs to which only women have been assigned in the past, developed by collective bargaining, are presumed to be correct in relation to other jobs in the plant. Disputes might arise over the correctness of wage rates in relation to rates for other jobs in the same plant, but these are intraplant inequality cases and their determination should not be related to the "Equal Pay for Equal Work." They should be determined on the basis for maintaining or developing of proper balance of wage rates for various jobs based upon job evaluation.

It appears in the instant case that the Union is endeavoring to increase the wages of 51 female employees under General Order No. 16 because it is not able to prove an intraplant inequality.

This Hearing Officer, finding that the classifications listed in Exhibit "A" were traditionally female departments receiving female rates, makes the following recommendation:

RECOMMENDATION

It is recommended that all classifications listed in Exhibit "A" of the Company-Union contract shall continue to receive female rates, with exception of those departments changed by Exhibit "C" of the Company-Union contract.

Respectfully submitted,

/s/ Sydney W. Hollander
Hearing Officer

20,028
JOB ANALYSIS

JOB NAME INSPECTOR - APPLIED FINISH - "B" JOB NO. 123-A

DATE August 1943 DEPT. FEDERAL CODE NO.

OCCUPATION DETAIL

Lg 3

Works with supervision at all times available. Performs visual inspection on parts for quality of plating, anodizing, or paint finish. Performs water test to check leakage of castings. Keeps a written record of all parts passed for use in inspection and production control departments.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Works from verbal and/or written instructions. Must have knowledge of simple arithmetic for purposes of count.		
	EXPERIENCE AND TRAINING	Approximately one months training		
SKILL	MANUAL	Neglibile skill required - care must be exercised in handling of product.		
	MENTAL	Procedure is well defined. Little judgment is involved inasmuch as supervisor must be consulted on finish defects.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Normal		
	FOR SPOILAGE OF PARTS AND MATERIAL	Handles finished product - careful handling necessary. Estimated value of products up to $500 with little probability of damage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Very little		
ACCURACY		Not involved		
PHYSICAL EFFORT		Frequently lifts and moves heavy boxes weighing 20 to 90 lbs. Manual assistance is available.		
MENTAL EFFORT		Requires focusing of thought and vision on object being inspected visually or mechanically. Eyestrain common from glare thrown by plated objects.		
WORKING CONDITIONS	HAZARDS	Injury unlikely while in department. Is subject to splashing of acids when entering plating room to return work.		
	SURROUNDINGS	Work is clean. Water testing operations is wet - water occasionally splashing on clothing. Noise normal - odor of paint prevails.		
	CONNECTED EXPENSE	Minimum		
			ADD 400 BASE POINTS	400
			TOTAL JOB POINTS	

SPERRY JOINT JOB EVALUATION COMMITTEE

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20,028

JOB ANALYSIS

JOB NAME Grinding Machine Operator - Internal "A" JOB NO. 107

DATE August 1943 DEPT. FEDERAL CODE NO. 4-78-.512

OCCUPATION DETAIL

With general supervision sets up and operates internal grinding machines for the precision grinding of holes (taper or parallel) in gears, bushings, sleeves, bearing housings, etc. Determines applicable speeds and feeds and selects grinding wheels according to size, shape, grade and grain. Uses chuck, face plate, and special work holding fixtures. Checks work with precision measuring instruments including inside and outside micrometers, vernier depth gage, calipers, plug gages, and dial indicator. Work from part blueprints and operation sheets, to close tolerances. Is expected to handle any type of work within the capacity of this type of machine.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Involves use of part drawings, precision measuring instruments, addition and subtraction of decimals. and functions of angles.		
	EXPERIENCE AND TRAINING	Requires approximately 18 months for average proficiency. Includes 6 months as "B" operator, and 6 months as "C" operator.		
SKILL	MANUAL	Involves close alignment of fixtures and work for concentrating and parallelism. Close control required when grinding against steps or shoulders.		
	MENTAL	Job procedure is established as to methods and tools used but may require some decision as to proper grinding wheel, speeds, feeds, etc. for various types of work. Supervision general only.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Improperly secured parts may be thrown from chuck or fixture causing severe cuts or abrasions. Probability moderate.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Probability high. Spoilage might average $25.00. More than ordinary attention required to avoid spoilage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Probability low. Maximum probable damage $25.00		
ACCURACY		Close precision accuracy.		
PHYSICAL EFFORT		Normal machine operation activity. Parts and equipment usually light. Maximum weight lifted 30 lbs.--infrequent.		
MENTAL EFFORT		Moderate concentration required while setting up. Ordinary attention thereafter.		
WORKING CONDITIONS	HAZARDS	Lost time seldom involved, but severe cuts or abrasion could be caused by wheel breakage or parts thrown from machine.		
	SURROUNDINGS	Coolant fluid may be used frequently. Normal shop conditions otherwise.		
	CONNECTED EXPENSE	Approximately $10.00 yearly for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028

JOB ANALYSIS

X

JOB NAME Grinding Machine Operator - Internal "B" JOB NO. 108

DATE August 1943 DEPT. FEDERAL CODE NO. 4-78.512

OCCUPATION DETAIL

With occasional direct supervision, sets up and operates internal grinding machine for the precision grinding of holes (taper or parallel) in limited types of work including gears, bushings, sleeves, etc. Determines applicable feeds and speeds, and selects proper grinding wheel for familiar work. Uses chuck, face plate, and special work holding fixtures. Checks work with precision measuring instruments including inside and outside micrometers, vernier depths gage and miscellaneous fixed gages. Works from part blueprints and operation sheets, to close tolerances.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Involves use of part drawings, precision measuring instruments and addition and subtraction of decimals.		
	EXPERIENCE AND TRAINING	Approximately 12 months. Includes 6 months as "C" operator.		
SKILL	MANUAL	Involves close alignment of fixtures and work for concentricity and parallelism. Close control required when grinding to steps or shoulders.		
	MENTAL	Job procedure is established as to methods and tools. Supervision may be requested at not to frequent intervals. Minor decisions only.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Improperly secured parts may be thrown from chuck or fixture causing severe cuts or abrasions.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Probability high. Spoilage might average $25.00. More than ordinary attention required to avoid spoilage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Probability low. Maximum probable damage $25.00.		
ACCURACY		Close precision accuracy.		
PHYSICAL EFFORT		Normal machine operation activity. Parts and equipment usually light weight. Maximum weight lifted 30 lbs. -- infrequent.		
MENTAL EFFORT		Moderate concentration required while setting up. Ordinary attention thereafter.		
WORKING CONDITIONS	HAZARDS	Lost time seldom involved but severe cuts or abrasions could be caused by wheel breakage or parts thrown from machine.		
	SURROUNDINGS	Coolant fluid may be used frequently. Normal shop conditions otherwise.		
	CONNECTED EXPENSE			
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

JOB NAME Grinding Machine Operator - Internal "C" JOB NO. 109

DATE August 1943 DEPT. FEDERAL CODE NO. 4-78.512

OCCUPATION DETAIL

With frequent direct supervision, operates internal grinding machine for the precision grinding of holes in simple work. Makes limited set ups requiring use of chuck or simple fixture, and changing and dressing of grinding wheel as directed. Checks parts with common precision measuring instruments and fixed gages. Works from part blueprints and operation sheets to fairly close tolerances.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Involves use of simple part drawings precision measuring instruments and addition and subtraction of decimals.		
	EXPERIENCE AND TRAINING	Approximately 6 months for average proficiency.		
SKILL	MANUAL	Limited to machine operation.		
	MENTAL	Job procedure routine and clearly defined. Supervision as required.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Improperly secured parts may be thrown from chuck or fixture causing severe cuts or abrasions.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Probability high. Approximate cost $25.00. Requires only ordinary care to avoid spoilage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Probability moderate. Maximum probable damage $25.00		
ACCURACY		Close precision accuracy.		
PHYSICAL EFFORT		Normal machine operation activity.		
MENTAL EFFORT		Ordinary concentration and attention.		
WORKING CONDITIONS	HAZARDS	Lost time seldom involved. Severe cuts or abrasions could be caused by wheel breakage or parts thrown from machine.		
	SURROUNDINGS	Coolant fluid may be used frequently. Normal shop conditions otherwise.		
	CONNECTED EXPENSE	Approximately $10.00 yearly for tools.		
			ADD 400 BASE POINTS	400
			TOTAL JOB POINTS	

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

Lift truck

X

JOB NAME LIGHT TRUCK OPERATOR - INTERNAL TRANSPORTATION JOB NO. 150

DATE August 1943 DEPT. FEDERAL CODE NO.

OCCUPATION DETAIL

Works with a minimum of supervision and instruction. Drives loaded trucks through shop areas. Loads and unloads skids. Picks up skid loads with motor operated hydraulic lift. Checks packing of tote boxes and writing instructions. Makes delivery to any part of plant. Works inside and outside building.

EXAMPLE OF TYPICAL WORK Checks packing of tote boxes on inspection rack. Check routing instructions. Load tote boxes on skid. Make deliveries to machine and assembly areas.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Able to read and write. Knows safety rules. Knows packing method.		
	EXPERIENCE AND TRAINING	About three months training to become proficient.		
SKILL	MANUAL	Involved in loading of skids and operation of truck.		
	MENTAL	Involved in planning loading to expedite deliveries.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Involved in careful driving and in careful loading of skids to prevent injury to others.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Normal care in loading to prevent spoilage through falling parts.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Normal care in operation of truck. Probability low.		
ACCURACY		Involved in making delivery to destination noted on transfer slip.		
PHYSICAL EFFORT		Heavy work in loading and unloading of skids. Fatigue in jumping on and off of truck. Fatigue in driving intermittently throughout work day.		
MENTAL EFFORT		Involved in checking packing and loading and routing. Also in driving truck through shop area.		
WORKING CONDITIONS	HAZARDS	Danger of injury from falling parts and from collision. Also strain from lifting tote boxes.		
	SURROUNDINGS	Dirty work, noisy -- subject to vibration while riding.		
	CONNECTED EXPENSE	Not involved.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028

JOB ANALYSIS

JOB NAME LABORER - GROUNDS JOB NO. 167

DATE August 1943 DEPT. FEDERAL CODE NO. 3-40.21

Lg2

OCCUPATION DETAIL

With frequent supervision performs manual labor tasks such as piling or moving stone, transporting dirt, sand or gravel from one location to another using wheelbarrow, loading maintenance trucks with stone, cement bags, lumber or other material. Works frequently with gardeners or tree men performing tasks such as digging out, baling and transplanting trees and spreading top soil or fertilizer. Performs rough grading and leveling jobs where necessary by dumping and spreading fill such as cinders or dirt in appropriate places. Grubs out tree roots and stone where necessary. Performs a wide variety of work pertinent to grounds maintenance. Job requires lifting of a hundred pound weight.

EXAMPLE OF TYPICAL WORK Removing stones from areas to be leveled and seeded. Spreading cinders in parking lots. Moving fill in wheelbarrow. Any type of unskilled work.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Must understand and be able to carry out verbal instructions or directions.		
	EXPERIENCE AND TRAINING	Less than one month is required to learn where tools are kept, various lockers, plant areas, and general grounds routine.		
SKILL	MANUAL	Skill is equal to that involved in loading, stacking material or shoveling.		
	MENTAL	Operations are subject to frequent supervision. Duties are clearly established.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Must guard against injury to fellow employees through careless handling of tools.		
	FOR SPOILAGE OF PARTS AND MATERIAL	No product involved.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Must care for tools such as rakes, shovels, sledge hammers, etc. Broken handles are probable if tools are left lying about. $5.00 damage probable.		
ACCURACY		Accuracy common to stacking, loading, shoveling or rough grading.		
PHYSICAL EFFORT		Work is strenuous; may often require lifting 100 lbs. Loading, stacking material, carrying stones or digging is taxing.		
MENTAL EFFORT		Tasks are routine and tend to become automatic such as when raking or shoveling.		
WORKING CONDITIONS	HAZARDS	Danger of dropping heavy material on legs or feet cannot be completely guarded against.		
	SURROUNDINGS	Exposure to the elements such as heat or cold.		
	CONNECTED EXPENSE	None		
			ADD 400 BASE POINTS	400
			TOTAL JOB POINTS	

SPERRY JOINT JOB EVALUATION COMMITTEE

20.028
JOB ANALYSIS

JOB NAME LOADER AND TRUCKER - HAND JOB NO. 242

DATE August 1943 DEPT. FEDERAL CODE NO.

OCCUPATION DETAIL

Under general supervision, load and unload material on trucks, at loading platform, and operate hand trucks, and hand lift trucks for transporting material. Requires lifting of heavy boxes and crates at frequent intervals. May include opening boxes and assisting receiving checkers as required.

EXAMPLE OF TYPICAL WORK Unload truck at receiving platform, using hand truck. Load and deliver designated material to operating department using hand lift truck.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Follows verbal orders, reads packing slips and delivery tickets.		
	EXPERIENCE AND TRAINING	Less than one month experience required.		
SKILL	MANUAL	Uses hand truck and hydraulic hand lift truck.		
	MENTAL	Not involved.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Handling material, loading and trucking may injure other workers. Bruises or abrasions.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Damage to material from dropping. Seldom over $50.00. Probability low.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Damage to hand trucks improbable.		
ACCURACY		Not involved.		
PHYSICAL EFFORT		Frequently lifts boxes of parts weighing up to 100 lbs.		
MENTAL EFFORT		Ordinary attention in loading and moving material.		
WORKING CONDITIONS	HAZARDS	Dropping heavy parts or boxes on hands or feet may result in lost-time injuries.		
	SURROUNDINGS	Some exposure to weather on loading platform.		
	CONNECTED EXPENSE	None.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

JOB NAME CALIBRATOR-ELECTRIC PILOT (A-5) - "A" JOB NO. 331

DATE August 1945 DEPT. FEDERAL CODE NO.

OCCUPATION DETAIL

Lg

Calibrates any componement associated with the A5 pilot such as; the vertical gyro, the azimuth gyro, the trimtab; the pilot direction indicates any sub-assembly test. Prepares for final inspection test by balancing, aligning and making necessary adjustments through the use of Sperry Standard Analyzers and some hand tools. Must have a fair knowledge of electronics and complicated wiring circuits; is able to diagnose any mechanical or electrical trouble during calibration; is able to use and is familiar with a oscilloscopes, strobotac, voltmeters, millammeters, ohmmeter, and vacuum tube voltmeters. Is familiar with all calibration procedures or any type of calibration, reports and keeps data on calibration sheets. Requires a minimum amount of supervision.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Fair knowledge of electrical theory, complicated wiring circuits and test instuments.		
	EXPERIENCE AND TRAINING	Four years experience in any type of complicated electronics industry.		
SKILL	MANUAL	Must be able to use common hand tools and any type of meters used in conjunction with this type of work.		
	MENTAL	Is familiar with electrical circuits that are somewhat standard in the electronics industry.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Not involved.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Small opportunity to spoil parts or material.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Little opportunity to damage equipment.		
ACCURACY		Is depended upon the accuracy of the wiring circuits and mechanical set ups. Accuracy in taking careful meter readings.		
PHYSICAL EFFORT		Must be able to lift twenty pounds.		
MENTAL EFFORT		Is able to think clearly and intelligently so that a complicated wiring circuit that does not respond to test may be diagnosed and corrected.		
WORKING CONDITIONS	HAZARDS	Electrical Shock.		
	SURROUNDINGS	Works indoors at a bench in a standing or sitting position. The work is clean and in a quiet atmosphere.		
	CONNECTED EXPENSE	About $10.00 annually for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028

JOB ANALYSIS

JOB NAME CALIBRATOR-ELECTRIC PILOT (A-5) - "B" JOB NO. 332

DATE August 1943 DEPT. FEDERAL CODE NO.

OCCUPATION DETAIL

Must be able to calibrate either one of the following component parts of the A-5 pilot; the vertical gyro or the azmuth gyro or the trim tab and is familiar with the particular type of analyzer and meters used for this calibration. Prepares for final inspection test by balancing, aligning and making necessary adjustments as directed by calibration procedure sheet. Must have some knowledge of complex wiring circuits and is able to analyse some mechanical or electrical problem that may arise during calibration. Records data on calibration sheet. Requires general supervision.

EXAMPLE OF TYPICAL WORK

		ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS	CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Uses simple arithmetic. Works from operation sheets drawings and verbal instructions.		
	EXPERIENCE AND TRAINING	Two years experience in any type of electronics industry.		
SKILL	MANUAL	Must be able to use common hand tools, and any type of meters used in conjunction with the work involved. Is able to use all standard Sperry tools and fixtures.		
	MENTAL	Is familiar with some electrical circuits that are considered standard in the electronics industry.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Not involved.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Little opportunity to spoil parts or materials.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Little opportunity to damage equipment.		
ACCURACY		Is depended upon the accuracy of the wiring circuits and mechanical set ups. Accurate reading of meters involved.		
PHYSICAL EFFORT		Must be able to lift twenty pounds.		
MENTAL EFFORT		Is able to think clearly and intelligently so that a complex wiring circuit that does not respond to test may be diagnosed and corrected.		
WORKING CONDITIONS	HAZARDS	Electrical shock.		
	SURROUNDINGS	Works indoors at a bench in a standing or sitting position. The work is clean and in a quiet atmosphere.		
	CONNECTED EXPENSE	Approximately $10.00 annually for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028

JOB ANALYSIS

JOB NAME CALIBRATOR-ELECTRIC PILOT (A-5) - [illegible]   JOB NO. 585

DATE August 1944   DEPT.   FEDERAL CODE NO.

OCCUPATION DETAIL

Must be capable of calibrating any electrical sub-assembly and the pilot directional indicator. Is familiar with the operation of Standard Sperry Analysers used for this particular procedure; is able to make simple adjustments and analyse simple wiring circuits; is required to have some knowledge on use of electrical meters. Records data on calibration sheet. Requires constant supervision.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Uses simple arithmetic, works from operation sheets, drawings and verbal instructions.		
	EXPERIENCE AND TRAINING	Three months training in analysing simple wiring circuits.		
SKILL	MANUAL	Has knowledge in the use of simple hand tools and simple tools and fixtures as provided for by the Company.		
	MENTAL	Analysing simple wiring diagrams.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Not involved.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Little opportunity to spoil parts or material.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Little opportunity to damage equipment.		
ACCURACY		Dependent upon the mechanical set ups and accuracy of the wiring circuits. Accurate meter observation.		
PHYSICAL EFFORT		Work is of a light nature.		
MENTAL EFFORT		Involves diagnosing simple electrical circuits.		
WORKING CONDITIONS	HAZARDS	Electrical shock.		
	SURROUNDINGS	Work indoors at a bench in a standing or sitting position. The work is clean and in a quiet atmosphere.		
	CONNECTED EXPENSE	About $5.00 annually.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

JOB NAME PUNCH PRESS OPERATOR - "B"
JOB NO. 358

DATE August 1943 DEPT.
FEDERAL CODE NO. 6-88.622

OCCUPATION DETAIL

L9 / 7
$1.26

With general supervision operates power punch presses on various types of materials such as steel, brass, copper, and felt. Punches laminations, washers, brackets, shims, retainers etc; works from blueprints and does simple set-up. Performs some bench work such as bending and hand punching. Uses such tools as common scale, square, depth gauge, surface gauge, micrometer, wrenches, and screwdriver. Knowledge of shop arithmetic.

None updated

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Uses precision measuring instruments, part blueprints and addition and subtraction of decimals.		
	EXPERIENCE AND TRAINING	One to two years approximately for average proficiency.		
SKILL	MANUAL	Use of tools such as hammer, screwdriver and wrenches in minor set-up of punch, dies and stops.		
	MENTAL	Operations are simple or supervised by set-up man or A operator.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Probability low.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Not involved		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	For punch and dies when doing set-up.		
ACCURACY		Determined by set-up of dies.		
PHYSICAL EFFORT		Lifting dies of various weights, help available. Also handling materials, such as sheet metal and light bar stock.		
MENTAL EFFORT		Involved in doing minor set-up work.		
WORKING CONDITIONS	HAZARDS	May get minor cuts from sharp edges of material.		
	SURROUNDINGS	Grease and dirt on clothing. Noisy.		
	CONNECTED EXPENSE	$5.00 for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028

JOB ANALYSIS

JOB NAME PUNCH PRESS OPERATOR - "C"   JOB NO. 359

DATE August 1943   DEPT.   FEDERAL CODE NO. 6-88.622

OCCUPATION DETAIL

L 8 4
$1.11

Operates power punch presses on various types of materils such as steel, brass, copper, felt etc; punching laminations, washers, brackets, shims, retainers, etc. Job is set up by A or B operator. Supervision always available.

None required

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Works from verbal and written instructions.		
	EXPERIENCE AND TRAINING	Six months.		
SKILL	MANUAL	Handling sheet material and feeding to punch press. Locating properly against stops.		
	MENTAL	Operations are simple. Supervision available at all times.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Probability low.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Not involved.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not involved.		
ACCURACY		Determined by set-up of dies		
PHYSICAL EFFORT		Lifting and handling of sheet metals as required. None heavy.		
MENTAL EFFORT		Continuous attention required in operating punch press.		
WORKING CONDITIONS	HAZARDS	May get minor cuts from sharp edges of material.		
	SURROUNDINGS	Grease and dirt on clothing. Noisy.		
	CONNECTED EXPENSE	Approximately $5.00 yearly for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

JOB NAME MACHINIST - ALL AROUND - "A"　JOB NO. 351

DATE August 1943　DEPT.　FEDERAL CODE NO. 4-75.010

OCCUPATION DETAIL

Lg 13
$1.57

None upgraded

Works with normal supervision. Set up and operate all standard machine tools. Knows speeds, feeds and attachments. Selects and sharpens standard cutting tools necessary to machine such materials as steel, brass, bronze, dural, etc. Uses intricate jigs and fixtures and exercises skill in handling them. Works to production tolerances and produces machine finish required by blueprint. Checks parts for accuracy of dimension.

EXAMPLE OF TYPICAL WORK　Check and layout a casting. Turn, mill, grind and drill to meet blueprint requirements.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Able to read blueprints. Know shop mathematics and the use of simple formulae as contained in the Machinists Handbook.		
	EXPERIENCE AND TRAINING	A minimum of five years all around experience in machine work.		
SKILL	MANUAL	Set-up and operate drill press, millers, grinders, bench and engine lathes, shaper. Sharpens cutting tools such as drills, reamers, cutters, thread and worm tools. Uses precision measuring instruments.		
	MENTAL	Able to plan, complete, and check all operations necessary to produce in production quantity to blueprint requirements.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Responsible for proper set-up of machine and for use of safeguards furnished to prevent injury to fellow workmen.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Required to secure "first-piece" approval and to check periodically the accuracy of production.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Reasonable care in the use of tools and machines to prevent damage.		
ACCURACY		Able to work to production tolerances in all standard machine tools.		
PHYSICAL EFFORT		Exercise sustained effort to meet production standards set for operation. Does not require excessive heavy lifting or carrying.		
MENTAL EFFORT		Necessary in planning work, operating equipment and checking accuracy of work.		
WORKING CONDITIONS	HAZARDS	Injury due to broken tools, flying chips or other unforseen conditions.		
	SURROUNDINGS	Normal noise, grease and oil common to production machining area.		
	CONNECTED EXPENSE	About $25.00 per year.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

JOB NAME MACHINIST - EXPERIMENTAL - "A"
JOB NO. 353

DATE August 1943 DEPT.
FEDERAL CODE NO. 4-75.010

OCCUPATION DETAIL

Lg 14
$ 1.62
None [illegible]

Works with a minimum of supervision. Works from blueprints, sketches or sample. Knows materials such as steel, brass, bronze, etc. Select, set-up and operates all machines necessary to the manufacture of parts in accordance with blueprint. Also check such parts for accuracy of dimension. Fits and assembles parts into a completed instrument. Working to close tolerances.

EXAMPLE OF TYPICAL WORK Manufacture, fit and assemble a train of gears.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Able to read blueprints. Know shop mathematics and the use of simple formulae as contained in Machinists Handbook.		
	EXPERIENCE AND TRAINING	A minimum of five years all around experience in machine work.		
SKILL	MANUAL	Sets up and operates machines such as drill press, millers, grinders, bench and engine lathes, shapers. Grinds, stones and sharpens tools such as drills, reamers and cutters. Uses precision meas. instruments		
	MENTAL	Plans operations for manufacture and assembly of a complicated experimental instrument. Requires aptitude for ingeneous manufacture and improvement of design.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Reasonable care in machine set-up and operation to prevent hazards to fellow workmen.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Not involved.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Reasonable care in use of tools and machinery to prevent damage.		
ACCURACY		Able to work to close tolerances on all standard machine tools.		
PHYSICAL EFFORT		Only light physical effort required.		
MENTAL EFFORT		Necessary in planning operations, operating equipment and making assembly.		
WORKING CONDITIONS	HAZARDS	Injury due to flying chips, or other unforseen conditions.		
	SURROUNDINGS	Works in machine shop only. Clean except for oil and lubricants.		
	CONNECTED EXPENSE	Average expense $25.00 per year.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

Grade 12

JOB NAME CAM FILER

JOB NO. 29

DATE August 1943

DEPT.

FEDERAL CODE NO.

OCCUPATION DETAIL

LG 12

Mills three dimensional cams to rough size and contour on vertical milling machine equipped with special work holding and indexing fixture. Works under general supervision. Rough files, finish files, and polishes cams to required contour being guided by spots inserted by Cam Spotting Machine Operator. Drills and plugs small flaws in cam castings and spots drilled too deep in spotting operation. Works chiefly on steel and cast iron master cams. Makes wooden cam patterns from which cast iron cams are cast. May make short run production cams. Uses a variety of files, various grades of emery cloth, polishing paper, and flexible shaft electric grinder. Require ability to use files with the skill necessary to maintain uniform depth (.0015") at base of spots, and leave no "stop" marks. Requires some knowledge of the requirements for proper functioning of the various cams in the mechanisms for which they are intended.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Requires only the understanding of verbal instructions.		
	EXPERIENCE AND TRAINING	Requires two years general machine shop training in addition to six months minimum "on the job".		
SKILL	MANUAL	Milling machine and drill press operation comparatively simple. Filing entails considerable developed skill in shaping cams to final size and contour.		
	MENTAL	Procedure established as to methods and tools used. Work is repetitive in nature.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Not involved.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Spoilage by filing too much from "data" area might involve approximately $150.00.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Approximate $25.00 maximum. Damage to electric hand grinder by dropping on floor.		
ACCURACY		Must file to within .0015" of base of spots. Difficult of attainment.		
PHYSICAL EFFORT		Maximum lift 40 lbs. Hands and arms active.		
MENTAL EFFORT		Limited mental effort. Visual effort high due to necessity of watching spots closely while filing.		
WORKING CONDITIONS	HAZARDS	Minor. Probability low.		
	SURROUNDINGS	Emery dust on hands and clothes.		
	CONNECTED EXPENSE	Low - few tools required. Approximately $3.00 a year.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

JOB NAME **RECEIVING CLERK** JOB NO. 237

DATE August 1943 DEPT. FEDERAL CODE NO.

OCCUPATION DETAIL

Lg6

Under minimum supervision, receive all incoming material by signing bills of lading and other receipts or authorizations of delivery as required, noting condition of received goods and reporting discrepancies in kind, amount, or condition of material received. Work includes sorting material as to type and counting and checking material against packing slips and purchase orders, and forwarding material to other plant locations as required.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Ability to read, write and use simple arithmetic makes out simple reports. May identify parts from drawings.		
	EXPERIENCE AND TRAINING	Approximately 6 to 9 months to obtain knowledge of parts, material and products for identification and procedures of operation.		
SKILL	MANUAL	Not involved.		
	MENTAL	Job procedure established - minor decisions in accepting material and forwarding to other plant locations.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Not involved.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Acceptance of damaged parts from trucker without notation may cause loss to company. Seldom over $200		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not involved.		
ACCURACY		Requires correct count of material delivered.		
PHYSICAL EFFORT		Only occasional lifting of heavy boxes. Generally light work.		
MENTAL EFFORT		Attention required in counting and checking received material against packing slips or bills of lading.		
WORKING CONDITIONS	HAZARDS	Only exposed to cuts or abrasions when occasionally handling material.		
	SURROUNDINGS	Generally good. Some exposure to weather on loading platform.		
	CONNECTED EXPENSE	None		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

$1.21

20,028
JOB ANALYSIS

JOB NAME LABORER DEPARTMENTAL

JOB NO. 550

DATE August 1945

DEPT.

FEDERAL CODE NO. 8-78.10

OCCUPATION DETAIL

Labor Grade-2
$1.00

Under general supervision, performs routine duties in a department such as moving material, cleaning parts, keeping material racks neat and removes empty tote boxes to designated areas. Is responsible for good housekeeping in his assigned area.

2M - 4 women.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Works from simple verbal instructions.		
	EXPERIENCE AND TRAINING	Can be trained in one week.		
SKILL	MANUAL	Moves and stacks parts and material.		
	MENTAL	Work involves no planning.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Improper loading tote boxes on trucks may result in boxes toppling over on fellow employee.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Careless handling of parts during moving or washing will cause spoilage of parts, not exceeding approximately $200.00.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not involved.		
ACCURACY		Not involved.		
PHYSICAL EFFORT		Must be strong and able to lift sixty pounds alone. Constant physical effort.		
MENTAL EFFORT		None required.		
WORKING CONDITIONS	HAZARDS	Uses tote box trucks. May injure hands or body if a heavier weight is lifted than recommended by the safety council.		
	SURROUNDINGS	Works indoors, handling greasy & dusty parts. Works on the floor in a standing, walking and stooping position. Handles heavy wares and is usually in a noisy area.		
	CONNECTED EXPENSE	None.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

$1.00

20,028
JOB ANALYSIS

JOB NAME: Instrument Maker
JOB NO. 347

DATE: August 1943
DEPT.
FEDERAL CODE NO. L.G.15 #1.68

OCCUPATION DETAIL

Performs the experimental assembly work on wide variety of instruments during stages of development. Requires the combined skills of machinist and assembler. Required to lead in production assembly of any instrument. Works from blue prints of early stage models with many details left to own discretion. Must machine own parts to specifications. Must be proficient in use of hand tools, micrometers, vernier scaled gauges, dial gauges, etc., bench and lathe (engine), drill presses, milling machine, grinding machine and jig borer. Required to perform lay-out and set-up operations. Designs own jigs for assembly operations when they are required. Requires little or no supervision.

None required

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Requires all-around knowledge of mechanical principles. Works from complicated blue-prints, drawing, diagrams. Working knowledge of shop mathematics.		
	EXPERIENCE AND TRAINING	From four to six years of instrument making and Assembly to attain proficiency and versatility.		
SKILL	MANUAL	Involves intricate assembly operations of an experimental nature requiring high dexterity.		
	MENTAL	Job requires planning and devising of procedures to follow. May require complete layout and setup of work ahead of performance. May set standard of procedure for production. Minimum supervision.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Soldering irons, air hose at machines used, sharp tools, carries heavy parts.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Experimental nature of work involves trial and error methods, and handles instruments of delicate nature.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Uses variety of machine tools plus variety of sensitive gages etc.		
ACCURACY		High precision accuracy.		
PHYSICAL EFFORT		May handle parts weighing 50 lbs. Works at drill press, lathe, profiler, grinding machine, etc.		
MENTAL EFFORT		Continual attention and concentrating during the operations. Involves eye strain.		
WORKING CONDITIONS	HAZARDS	Cuts, minor bruises, burns, flying chips, loose tools at machines. Carries heavy parts.		
	SURROUNDINGS	Occasional dirty work at machines. Oil, chips, varsol.		
	CONNECTED EXPENSE	$25.00 per year.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

#1.68

20,028
JOB ANALYSIS

JOB NAME FILER AND BURRER - B JOB NO. 25B

DATE August 1943 DEPT. FEDERAL CODE NO. 6-77.510

Lg 4

OCCUPATION DETAIL

Works with occasional supervision. Removes burrs, smoothes rough edges, and chamfers sharp corners of machined production parts. Performs burring operations involving the use of simple power driven equipment including drill press, bench motor and power hand tools. Uses various files, scrapers, and abrasives. Understands proper file to use for the various metals. Has the ability to file uniformly and maintain proper degree of finish.

EXAMPLE OF TYPICAL WORK
1. Filing edges of gear teeth to remove burrs.
2. Removing burrs from threaded parts.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Requires only the understanding of written and verbal instructions.		
	EXPERIENCE AND TRAINING	3 months as "C" operator 3 " " "B" " Normal proficiency requires 6 months.		
SKILL	MANUAL	Use of drill press, bench motor, etc. Requires ability to grind and sharpen scrapers and drills.		
	MENTAL	Operations clearly defined as to methods and tools used. No planning required.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Unlikely and regarded as unusual. Would be limited to minor cuts - no loss of time.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Probability low - approximate damage $15.00. Only ordinary attention required to avoid damage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not over $5.00 approximately.		
ACCURACY		Determined by observation and "feel". Must maintain correct degree of finish.		
PHYSICAL EFFORT		Works chiefly seated at bench. Parts handled usually small. May at times work on parts weighing up to 70 lbs. Average weight of parts 5 lbs.		
MENTAL EFFORT		Duties may be non-repetitive as to parts handled but operations follow the same pattern.		
WORKING CONDITIONS	HAZARDS	Cuts from burrs, scrapers, etc. Probability moderate - no loss of time.		
	SURROUNDINGS	Emery dust on hands and clothes. Normal shop conditions otherwise,		
	CONNECTED EXPENSE	Approximately $2.00. Hammers, wrenches, scrapers.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

Rate - $1.11

20,028
JOB ANALYSIS

Grade 6.

JOB NAME FILER AND BURRER -"A" JOB NO. 25-A

DATE August 1943 DEPT. FEDERAL CODE NO. 6-77.510

Lg 6

OCCUPATION DETAIL

Works under general supervision. Removes burrs, smoothes rough edges and surfaces, and chamfers sharp corners of machined production parts. Capable of performing burring operations using simple machines including bench drill press, bench motor, bench lathe and power hand tools. Uses various files, scrapers, and abrasives. Understands proper file to use for various metals. Reads simple blueprints and use fixed gages and micrometer. Requires the ability to file uniformly and maintain proper degree of finish. Sharpens tool bits, drills, and scrapers as required for burring operations.

EXAMPLE OF TYPICAL WORK Removing burrs from small end of bevel gear teeth, using bench lathe and bench motor.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Requires the use of simple piece part drawings and use of micrometer and fixed gages		
	EXPERIENCE AND TRAINING	Requires 3 months as "C" operator 3 " " "B" " 3 " " "A" " Normal proficiency requires approximately 9 months.		
SKILL	MANUAL	Uses bench lathe, drill press, bench motor etc., on simple repetitive operations - set-ups are likewise simple. Limited tool grinding involved - drills, scrapers, tool bits.		
	MENTAL	Operations are defined as to methods and tools used. No planning required. Supervision always available.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Imprudent use of air hose could result in injury to other employees. Probability low - injuries minor.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Average probable spoilage $15.00. More than ordinary attention needed to avoid spoilage Probability low.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not over $10.00 approximately. Probability low. Damage to lathe largest item.		
ACCURACY		Usually determined by observation and "feel". May involve use of fixed gages and occasional checking with micrometer.		
PHYSICAL EFFORT		Works chiefly seated at bench. Parts handled usually small. May at times work on parts weighing up to 70 pounds.		
MENTAL EFFORT		Methods are obvious. Duties are non-repetitive as regards parts handled but operations follow the same pattern.		
WORKING CONDITIONS	HAZARDS	Cuts from burrs, scrapers etc. Probability moderate. No lost time.		
	SURROUNDINGS	Emery dust on hands and clothes. Normal shop conditions otherwise/		
	CONNECTED EXPENSE	Approximately $2.00. Scrapers, hammer, wrenches.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

Rate 1.21

20,028

JOB ANALYSIS

JOB NAME FILER AND BURRER - C JOB NO. 250

DATE August 1943 DEPT: FEDERAL CODE NO. 6-77.510

OCCUPATION DETAIL

Lg 1

Works with frequent supervision. Removes burrs smoothes rough edges, and chamfers sharp corners of machined production parts. Uses various hand tools as files, scrapers, abrasives stone etc. May be required to perform simple burring operations using drill press, bench motor or power hand tools. Receives specific verbal instruction for each change of duties. Tolerances as to size or finish are liberal.

EXAMPLE OF TYPICAL WORK 1. Removing burrs from drilled holes - using drill press.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Requires only the understanding of simple verbal instructions.		
	EXPERIENCE AND TRAINING	Can attain normal proficiency within one month.		
SKILL	MANUAL	Uses files, scrapers etc., in rough burring operations.		
	MENTAL	Minimum - duties clearly defined		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Unlikely and regarded as unusual. Would be limited to minor cuts - no loss of time.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Type of work is such that spoilage is very unlikely.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Damage unlikely - not over $5.00.		
ACCURACY		Accuracy as determined by "feel" to insure all burrs removed		
PHYSICAL EFFORT		Usually works seated at bench. May work on parts weighing up to 30 lbs. Average weight 5 lbs.		
MENTAL EFFORT		Duties highly repetitive and learned in a short time.		
WORKING CONDITIONS	HAZARDS	Minor cuts from scrapers, burrs, etc.		
	SURROUNDINGS	Emery dust on hands and clothes		
	CONNECTED EXPENSE	None		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

Rate 95

20,028

JOB ANALYSIS

JOB NAME HAND SCREW MACHINE OPERATOR - "A" JOB NO. ~~501~~ 335

DATE August 1943 DEPT. FEDERAL CODE NO. 6-78.144

OCCUPATION DETAIL

Labor Gr. 10

$1.42

Sets up and operates hand screw machine with a minimum of supervision working from ordinary blueprints and operation sheets. Has a working knowledge of machine, speeds, feeds and coolants. Uses hand feed in the machining of bar stocks of ferrous and non-ferrous metals, alloys, precious metals or occasional castings. Uses standard hand screw machine attachments as spring collets, end facers, rolling cutters, box tools, floating die and reamer holders, slide tools, boring bars, etc. and mechanical aids as bushings, gages, etc. of own design to help in the work. Operations involve turning, boring, facing, setting chasers to produce accurate threads, drill and reaming, etc. Must use skill and care in the making of delicate parts. Grinds drills and turning tools to get required finish and changes cutting tools as needed. Must have a working knowledge of shop math. Maintains tolerances to .001 on diameters and .0005 in reamed holes. Uses instruments as calipers, micrometer, indicator, gages, verniers, etc.

NO [illegible]

EXAMPLE OF TYPICAL WORK

1. Balistic Balancing Screw - turn diameter, cut 10-32 thread, knurl knob, cut off.
2. Wire Connecting Post - turn diam. ≠.001/-.000, form radius, drill, tap.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Uses precision measuring instruments, reads ordinary blueprints. Has a knowledge of shop mathematics.		
	EXPERIENCE AND TRAINING	Normal proficiency 2 yrs. 6 mos.		
SKILL	MANUAL	Complete set up, grinds turning tools and drills, makes special aids as bushings.		
	MENTAL	Plans multiple tool set up and job procedure with or without operation sheets. Designs own mechanical aids and turning tools.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Imprudent use of air hose, bar stock whipping, tools snapping causing injury to others.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Cutting below and over tolerances - Probable damage $5.00.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Stripping of gears and minor breakdowns might involve damage of $50.00.		
ACCURACY		Condition and setting of tools and manipulation of machine determines accuracy of .001 on O.D. and .0005 in reamed holes.		
PHYSICAL EFFORT		Work standing, lifts weights to 25 lbs. Machine adjustments are of medium nature.		
MENTAL EFFORT		Work involves continued concentrated attention.		
WORKING CONDITIONS	HAZARDS	Deep cuts and bruises caused by tools and machine burring.		
	SURROUNDINGS	General machine shop conditions.		
	CONNECTED EXPENSE	$30.00 replacement of tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

$1.42

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028
JOB ANALYSIS

JOB NAME HAND SCREW MACHINE OPERATOR - "B" JOB NO. 302

DATE August 1943 DEPT. FEDERAL CODE NO. 6-78.144

L.S. 7

1.26

OCCUPATION DETAIL

Sets up and operates hand screw machine with some instruction and supervision, working from simple blueprints and operation sheets. Has a working knowledge of machine, speeds, feeds and coolants. Uses hand feed in the machining of occasional castings, and bar stocks of ferrous and non-ferrous metals and alloys. Uses standard hand screw machine attachments as spring collets, end facers, rolling cutters, box tools, floating die and reamer holders, slide tools, boring bars, etc; and mechanical aids as bushings, gages, etc. made under supervision. Operations involve turning, boring, facing, thread cutting drill and reaming, etc. Must be able to grind drills and turning tools with some supervision and change cutting tools as needed. Must have a partial knowledge of shop mathematics. Maintains tolerances of .002 on diam. and .0005 in reamed holes. Uses instruments as micrometers, verniers, indicator, gages, calipers, etc.

No women.

EXAMPLE OF TYPICAL WORK Shaft - turn 3 steps, one ± .001, 2 other steps ± .005 center, under cut and part off.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Uses precision measuring instruments, reads ordinary blueprints, has a partial knowledge of shop math.		
	EXPERIENCE AND TRAINING	Approximately 18 months experience.		
SKILL	MANUAL	Makes partial and simple set ups and special mechanical aids with some supervision.		
	MENTAL	Job procedure is established as to methods and tools used, but occasional changes are made. Plans shape of turning tools and designs mechanical aids under supervision.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Imprudent use of air hose, bar stock whipping, tools snapping causing injury to others.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Cutting below and over tolerances - Probable damage $5.00.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Stripping of gears and minor breakdowns might involve damage of $50.00.		
ACCURACY		Condition and setting of tools and manipulation of machine determine accuracy of .003 on O.D. and .0005 in reamed hole.		
PHYSICAL EFFORT		Works standing, lifts weights to 25 lbs. Machine adjustments are of medium nature.		
MENTAL EFFORT		Work involves continual concentration at times.		
WORKING CONDITIONS	HAZARDS	Deep cuts and bruises caused by tools and machine burring.		
	SURROUNDINGS	General machine shop conditions.		
	CONNECTED EXPENSE	$50.00 replacement of tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

$1.26

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028

JOB ANALYSIS

JOB NAME HAND SCREW MACHINE OPERATOR - "C"　JOB NO. 505

DATE August 1943　DEPT.　FEDERAL CODE NO. 6-78.144

OCCUPATION DETAIL　Labor Grade 4

#1.11

Performs beginners work of simple operations involving large quantities of pieces and after constant training does very simple set up and operation under supervision. Uses very simple blueprints and operation sheets. Has limited knowledge of machines, speeds, feeds and coolants. Uses hand feed in the machining of bar stocks of ferrous and non-ferrous metals and alloys or occasionally machine castings. Uses standard hand screw machine attachments or mechanical aids made by a supervisor. Operations involve turning, boring, facing, drilling and reaming, etc. Uses ground drills and turning tools and after constant training can grind simple turning tools under supervision. Maintains tolerances of .005 using instruments as micrometer, indicator, caliper, gages, vernier, etc.

NO women

EXAMPLE OF TYPICAL WORK　Chamfering pieces to size.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Uses precision measuring instruments, reads simple blueprints, uses arithmetic and works to verbal instructions.		
	EXPERIENCE AND TRAINING	Normal proficiency - 6 months.		
SKILL	MANUAL	Operates machine in routine manner. Begins to do very simple set up and tool grinding (under supervision) after a few months.		
	MENTAL	Job procedure is well established.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Imprudent use of air hose, bar stock whipping, tools snapping causing injury to others.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Cutting below and over tolerances. Probable damage $2.00.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Stripping of gears and minor breakdowns might involve damage of $50.00.		
ACCURACY		Works to fractional dim. on ± .005 through set up and manipulation of machine.		
PHYSICAL EFFORT		Works standing, lifts weights to 25 lbs. Machine adjustments are of medium nature.		
MENTAL EFFORT		Occasional concentration required.		
WORKING CONDITIONS	HAZARDS	Deep cuts and bruises caused by tools and machine burring.		
	SURROUNDINGS	General machine shop conditions.		
	CONNECTED EXPENSE	$10.00 replacement of tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

1.11

SPERRY JOINT JOB EVALUATION COMMITTEE

SPERRY JOINT JOB EVALUATION COMMITTEE

[illegible] 1.16

20,028
JOB ANALYSIS

JOB NAME TOOL CRIB TENDER - "B" JOB NO. ~~264~~

DATE August 1943 DEPT. FEDERAL CODE NO. 1-38.05

OCCUPATION DETAIL

Lg 5
$1.16
None employed

Works with general supervision. Assists in the storing and keeping of records of a wide variety of standard and special tools, gages, fixtures, and instruments. Requires knowledge of items stored in cribs and their location. Provides factory employees with tools required in their work and receives a tool check as a receipt. Returns check to employee upon return of tool and returns tool to proper place. Uses standard drill gages.

Ldr Gr. 7
2 Men - 4 Women
$1.26

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Knows simple arithmetic		
	EXPERIENCE AND TRAINING	Approximately six months		
SKILL	MANUAL	Careful handling of tools		
	MENTAL	Good memory for location of tools		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Must exercise care in handing cutting tools to machine operators. Results of carelessness are probable and are usually hand cuts.		
	FOR SPOILAGE OF PARTS AND MATERIAL	None		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Constantly handles heavy expensive tools, fixtures, gages and instruments. Dropping may cause $200 damage. Responsible for condition of tools and for prevention of rust on same. Bonded by company.		
ACCURACY		Rule of thumb		
PHYSICAL EFFORT		Lifts heavy tools up to about 100 lbs in weight. stands on feet all day - walking in and out of bins.		
MENTAL EFFORT		Must be alert at all times. Misplaced tools mean lost time in production		
WORKING CONDITIONS	HAZARDS	Possible cuts from constant handling of cutting tools. Possible dropping of heavy tools on foot.		
	SURROUNDINGS	Dusty - occasionally noisy.		
	CONNECTED EXPENSE	Normal		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

Rate $1.16

20,028
JOB ANALYSIS

JOB NAME TOOLCRIB TENDER - A JOB NO. 265

DATE August 1943 DEPT. FEDERAL CODE NO. 1-38.05

OCCUPATION DETAIL

Lg 7

Works with a minimum of supervision. Stores and keeps records of a wide variety of standard and special tools, gages, fixtures, and instruments. Capable of working in any tool crib. Is familiar with the names and location of all items stored in these cribs and can readily recognize if the item is worn and needs sharpening or repairing. Sends worn tools to repair departments. Knows procedure for ordering and transfer of tools. Can work alone in a crib and sometimes instructs lesser skilled men. Provides factory employees with tools required in their work and receives a tool check as a receipt. Returns check to employee upon return of tool and returns tool to proper place. Knows how to read micrometer calipers and use standard drill gages.

2 m 4 w

1.26

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Enough to be able to keep records, write instructions for repair of cutters,use micrometer,file cards in numerical order. Knows decimal equivalents of fractions.		
	EXPERIENCE AND TRAINING	Approximately 18 months to 2 years.		
SKILL	MANUAL	Careful handling of tools.		
	MENTAL	Must have good memory for location of tools. Makes decisions on when tools require sharpening.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Must exercise care in handling cutting tools to machine operators. Results of carelessness are probable and are usually hand cuts.		
	FOR SPOILAGE OF PARTS AND MATERIAL	None		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Constantly handles expensive tools,fixtures,gages, and instruments. Dropping can cause about $200.00 damage.Responsible for condition of tools.Bonded by company and responsible for theft of tools.		
ACCURACY		Uses micrometer for gaging to .001"		
PHYSICAL EFFORT		Lifts heavy tools up to about 100 lbs. in weight. Stands on feet all day - walking in and out of bins. Does a good deal of bending.		
MENTAL EFFORT		Must be alert at all times. Misplaced tools means lost time on production.		
WORKING CONDITIONS	HAZARDS	Possible cuts from constant handling of cutting tools. Possible dropping of heavy tools on foot.		
	SURROUNDINGS	Dusty - occasionally noisy.		
	CONNECTED EXPENSE	Normal.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

$1.26

20,028
JOB ANALYSIS

JOB NAME **TOOLMAKER - "A"** JOB NO. **265**

DATE **August 1943** DEPT. FEDERAL CODE NO. **4-76.210**

OCCUPATION DETAIL

Lg 15

Works with a minimum of supervision. Constructs or repairs a wide variety of machine tool fixtures, jigs, dies, cutting tools, gages and special tools, which are intricate in design and require precision workmanship. Requires the construction of details of assembled tool, performing necessary operations on all metal working tools in the machine shop, may turn the work over to a toolroom machine operator with instruction on how to proceed with the job. Chips, files, scrapes, taps and assembles details of tool at work bench. Performs any further machining operations on tool after assembly and makes all necessary adjustments.

None employed

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Works to complicated tool designs; has a good working knowledge of all phases of shop mathematics; uses all precision measuring instruments.		
	EXPERIENCE AND TRAINING	About 8 years average.		
SKILL	MANUAL	Highest degree of skill needed in use of hand tools used in precision fitting by such methods as scraping and lapping.		
	MENTAL	Plans procedure on job. Requires complete layout of work ahead of performance. Minimum amount of supervision.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Possible careless blowing of chips with airhose, failure to tighten parts of machine before starting may result in minor cuts or bruises to fellow employees. Probability moderate.		
	FOR SPOILAGE OF PARTS AND MATERIAL	not involved.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Possibility of spoiling or causing re-work of tools during fabrication, damage to instruments, jigs, fixtures. Probability high. Cost $200.00		
ACCURACY		Frequently works to "no-shake" fits and .00005" tolerances which are obtained manually.		
PHYSICAL EFFORT		Scraping cast iron surfaces requires a good deal physical effort. Occasionally lifts heavy tools weighing about 75 lbs.		
MENTAL EFFORT		Requires concentration of thought and vision on job during bench operations.		
WORKING CONDITIONS	HAZARDS	Possible cuts or bruises from use of machine and hand tools.		
	SURROUNDINGS	Normal factory conditions.		
	CONNECTED EXPENSE	About $50. per year for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

$1.68

SPERRY JOINT JOB EVALUATION COMMITTEE

20,028

JOB ANALYSIS

JOB NAME SHEET METAL WORKER - "B" JOB NO. 248

DATE August 1943 DEPT. FEDERAL CODE NO. 4-80.010

OCCUPATION DETAIL

L99

Under general supervision, performs limited layout, hand forming and bumping out operations on sheet metal parts, working from blueprints. Performs simple setups on machines such as hand and power brake press, punch press and shears, and operates machines as required. More difficult setups made by sheet metal worker "A". Makes special aids such as stops and guides, simple templates. Works to tolerances of ± .005" or 1/64" in bending on work of simple design or limited number of bends.

No women.

EXAMPLE OF TYPICAL WORK Make chassis, boxes or brackets of simple design.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Interprets simple to fairly complex drawings. Makes calculations involving trigonometry and geometry in layout work.		
	EXPERIENCE AND TRAINING	Approximate 18 months experience required.		
SKILL	MANUAL	Layout simple sheet metal parts, makes simple setups on hand and power brake, punch press and power shears. Makes simple jigs,fixture templates.		
	MENTAL	Designs simple aids or jigs, fixtures, templates, layout and determines job procedures. General supervision.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Handling material, operating machines in crowded area.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Improper layout or construction of parts may result in loss - $25.00.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Damage to shears, power brake or punch press $200.00 approx.		
ACCURACY		Accurate layout and construction of parts by hand. Tolerances ± .005" or 1/64" bending allowance.		
PHYSICAL EFFORT		Hand forming and filing, operation of machines.		
MENTAL EFFORT		Concentrated attention required in laying out and constructing sheet metal parts.		
WORKING CONDITIONS	HAZARDS	Loss of fingers on power shears, brake press or punch press. Hazards not completely safeguarded.		
	SURROUNDINGS	General machine shop conditions - some oil, grease, and noise.		
	CONNECTED EXPENSE	Approximately $15.00 per year for tools.		
			ADD 400 BASE POINTS	400
			TOTAL JOB POINTS	

SPERRY JOINT JOB EVALUATION COMMITTEE

$1.37

20,028

JOB ANALYSIS

JOB NAME RACKER JOB NO. 234

DATE August 1943 DEPT. FEDERAL CODE NO. 2-40.13

OCCUPATION DETAIL

Lg3

x

Works under direct instruction and supervision. Before racking many parts must be plugged or stopped off with rubber plugs, rubber tubing or suitable materials for this purpose. Must have a fairly good knowledge of reading blueprints so as to determine where parts may be racked without injury to finish surfaces. Should know which parts should be stopped off before racking. Secures on a variety of racks many different shapes and forms of finished parts. Must exercise great care in racking same. Transports work from the racking bench to a place easily accessable to the anodizer.

EXAMPLE OF TYPICAL WORK Wires and racks parts for anodizing men.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Blueprint reading.		
	EXPERIENCE AND TRAINING	Three to six months.		
SKILL	MANUAL	Places parts in racks and on wires, also cleans same.		
	MENTAL	Care of finely ground parts not to mar or damage.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Care must be taken in handling of racks so as not to cut fellow workers.		
	FOR SPOILAGE OF PARTS AND MATERIAL	$15.00		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	$5.00		
ACCURACY		Care required in racking parts.		
PHYSICAL EFFORT		Medium effort required.		
MENTAL EFFORT		Care in racking parts. Attention constantly focused on operation.		
WORKING CONDITIONS	HAZARDS	Medium. Cuts scratches.		
	SURROUNDINGS	Dirty, smelly		
	CONNECTED EXPENSE	$10 yearly.		
ADD 400 BASE POINTS				400
TOTAL JOB POINTS				

SPERRY JOINT JOB EVALUATION COMMITTEE $1.05

20,028

JOB ANALYSIS

JOB NAME MILLING MACHINE OPERATOR-HAND "A" JOB NO. 194

DATE August 1943 DEPT. FEDERAL CODE NO. 4-78.031

Lg 11

OCCUPATION DETAIL

Requires ability to work on and set up jobs from blueprints and operation sheets (any light and simple jobs) without instruction. Requires a thorough understanding of the machine and speeds. Performs face milling, slotting, sawing and straddle milling. Thorough understanding of the grinding and sharpening of milling cutters and saws used on all jobs done on machine. Skillful in the use of measuring instruments such as: gages, micrometers, indicators, calipers, etc. Uses less intricate fixtures. Careful in the handling of fixtures and parts. Requires knowledge of lubrications used for different materials.

EXAMPLE OF TYPICAL WORK Cutting keyway in shaft.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Requires the use of simple part drawings, and the use of micrometer, scale and indicator.		
	EXPERIENCE AND TRAINING	Normal proficiency requires about 12 months.		
SKILL	MANUAL	Required to set up vise or fixture, adjusting stops, checking with size blocks, indicator, etc. Operates machine by hand.		
	MENTAL	Operations are defined as to methods and tools used. May make minor decisions under minimum supervision.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Carelessly clamping parts on table causing them to fly or tools to break and strike other employees. Improper use of air hose could result in injury to others.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Average probable spoilage $10.00. Careful attention needed to avoid spoilage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not over $25.00 damage to machine largest item.		
ACCURACY		Determined by the use of measuring instruments.		
PHYSICAL EFFORT		Standing at machine. Parts handled usually small. May at times work on parts weighing up to 25 lbs.		
MENTAL EFFORT		After set up is made, duties are repetitive as regards parts handled and machine operations.		
WORKING CONDITIONS	HAZARDS	Cuts from burrs or cutters. Burns from chips. No lost time.		
	SURROUNDINGS	General machine shop conditions.		
	CONNECTED EXPENSE	Approximately $6.00 for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

$ 1.47

20,028
JOB ANALYSIS

JOB NAME Milling Machine Operator - Hand - B JOB NO. 195

DATE August 1943 DEPT. FEDERAL CODE NO. 4-78.031

29 8

OCCUPATION DETAIL

Able to work on and set up light and simple jobs from blueprints and operation sheets with instructions and supervision. Require understanding of the machine and speeds. Performs face milling, slotting, sawing and straddle milling. Fair knowledge of grinding and sharpening of milling cutters and saws used on all jobs done on this machine. Able to use measuring instruments such as: Gages, micrometers, indicators, Calipers, etc.

Typical Example:

Cutting bar stock to length.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Requires the use of simple part drawings and scale and indicator.		
	EXPERIENCE AND TRAINING	Normal proficiency requires about 6 months.		
SKILL	MANUAL	Requires to set up vise or fixture adjusting stops checking with scale, indicator, etc.		
	MENTAL	Operations are defined as to methods and tools used. Supervision always available.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Carelessly clamping parts causing them to fly or tools to break and strike other employees. Improper use of air hose could result in injury to other employees.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Average probable spoilage $10.00. Careful attention needed to avoid spoilage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not over $25.00. Damage to machine largest item.		
ACCURACY		Determined by the use of measuring instruments.		
PHYSICAL EFFORT		Standing at machine. Parts handled. Usually small. May at times work on parts weighing up to 25 pounds.		
MENTAL EFFORT		After set up is made, duties are repetitive as regards parts handled and machine operations.		
WORKING CONDITIONS	HAZARDS	Cuts from burrs or cutters, burns from clips. No lost time.		
	SURROUNDINGS	General machine shop conditions.		
	CONNECTED EXPENSE	Approximately $6.00 for tools.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE $1.32

20,028
JOB ANALYSIS

JOB NAME DISPATCHER - INTERNAL TRANSPORTATION OR RECEIVING JOB NO. 147

DATE August 1943 DEPT. FEDERAL CODE NO.

OCCUPATION DETAIL

Lg 5

Works with normal supervision. Interpets accurately written instructions. Sort boxes, bundles or individual parts for forwarding to any company operated plant or building. Know safe packing methods and safe loading methods. Requires a good memory and ability to work to a prepared schedule. Knows the use of transfer forms and manifest lists.

EXAMPLE OF TYPICAL WORK: Receive a box of castings from station wagon. Compare contents with transfer sheet. Note how castings are packed. Place box in proper bin. Make record on manifest list.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Able to read and write and add.		
	EXPERIENCE AND TRAINING	A small amount of training necessary to insure knowledge of safe packing and loading methods.		
SKILL	MANUAL	Not involved.		
	MENTAL	Not involved.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Involved in proper loading to prevent injury to fellow workmen because of falling boxes or parts.		
	FOR SPOILAGE OF PARTS AND MATERIAL	Involved in damage to parts and materials because of improper packing or loading.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not involved.		
ACCURACY		Ordinary accuracy required.		
PHYSICAL EFFORT		Involves intermittent strain in lifting and storing of moderately heavy parts or boxes.		
MENTAL EFFORT		Plan to meet transportation schedule and to sort materials accurately.		
WORKING CONDITIONS	HAZARDS	Possible injury from falling boxes or parts. Possible strain in lifting boxes or parts.		
	SURROUNDINGS	Involved in dirt, noise and variable temperature.		
	CONNECTED EXPENSE	Not involved.		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

#1.16

20,028
JOB ANALYSIS

JOB NAME INSPECTOR - CASTINGS (QUALITY) - "A" JOB NO. 126

DATE August 1943 DEPT. FEDERAL CODE NO. 6-82.920

296

OCCUPATION DETAIL

Works with a minimum of supervision. Examines simple or complex castings visually for cracks, blowholes, pit-holes, and for quality of casting finish. Checks for excessive warpage and core-shift, and if there is any doubt as to the accuracy of a casting he gives it a rough mechanical inspection. Works to complicated part blueprints to determine the identification of the casting and checks to see if all bosses, pads, and lugs are present on casting. Uses straight edge, scale, calipers and dial-indicator wall thickness gage. Must have a general knowledge of foundry practice and operations. Writes reports noting casting errors. Final disposition of defective castings is delegated to Engineering Department.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Ability to use complicated part blueprints. Knowledge of shop arithmetic and ability to write reports. Knowledge of foundry practice.		
	EXPERIENCE AND TRAINING	About 12 to 18 months		
SKILL	MANUAL	Little		
	MENTAL	Determines where casting errors most likely to occur. Uses judgment whether core shifts are serious enough to warrant investigation by Engineering. Procedure not well defined. Minimum supervision.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Little except for proper stacking of castings.		
	FOR SPOILAGE OF PARTS AND MATERIAL	If an inspector passes a defective castings, he is held responsible for the loss of machine hours incurred as a result of the machining of that casting. Cost about $50.00.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Minumum		
ACCURACY		Little - inspection chiefly visual- measurements are by 1/64"		
PHYSICAL EFFORT		Frequently moves heavy castings weighing up to about 100 lbs.		
MENTAL EFFORT		Vision must be kept focused on casting. Little chance for mind to wander.		
WORKING CONDITIONS	HAZARDS	Improbable - may drop casting on foot or be subject to injury due to improperly piled castings.		
	SURROUNDINGS	Typical foundry environment - heat, dust, fumes, noise.		
	CONNECTED EXPENSE	Work clothes and tools about $10 per year.		
			ADD 400 BASE POINTS	400
			TOTAL JOB POINTS	

SPERRY JOINT JOB EVALUATION COMMITTEE

Rate $1.21

20,028
JOB ANALYSIS

JOB NAME ERRAND BOY - INTERNAL TRANSPORTATION JOB NO. 145

DATE August 1943 DEPT. FEDERAL CODE NO. 1-23.14

OCCUPATION DETAIL

X-

With frequent supervision and specific verbal instructions performs general duties such as carrying and delivering interdepartmental communications or memos to various supervisors or department heads. Carries miscellaneous material, parts or tools within or outside factory departments as required. Work includes carrying and delivering personal messages or performing personal errands. Performs diverse tasks, when no deliveries are available including tidying benches, tables or desks, cleaning up debris such as papers or cartons, wiping machines, and emergency delivery of small quantities of parts where production is endangered.

EXAMPLE OF TYPICAL WORK Take tool order to tool crib. Secure tool and checks tool number. Deliver tool to individual or machine as instructed.

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Able to read, write, add and subtract.		
	EXPERIENCE AND TRAINING	Not involved		
SKILL	MANUAL	Not involved		
	MENTAL	Not involved		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Not involved		
	FOR SPOILAGE OF PARTS AND MATERIAL	Involved in careful handling of tools or parts to prevent damage while carrying.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Not involved		
ACCURACY		Not involved		
PHYSICAL EFFORT		Carry light loads. Not to exceed twenty-five lbs.		
MENTAL EFFORT		Involved in carrying out instructions.		
WORKING CONDITIONS	HAZARDS	Not involved		
	SURROUNDINGS	Dirt and noise of work area		
	CONNECTED EXPENSE	Not involved		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

Rate $.75

20,028
JOB ANALYSIS

X

JOB NAME INSPECTOR - APPLIED FINISH - "A"   JOB NO. 123

DATE August 1943   DEPT.   FEDERAL CODE NO.

OCCUPATION DETAIL

Lg5

Works with a minimum of supervision. Performs visual inspection on parts for the quality of plating, anodizing, or paint finish. Performs water test to check leadage of castings. Uses blueprints and operation sheets to identify parts; see if correct finish has been applied and applied in specified areas; and does spot mechanical inspection for identification purposes. Must be able to use micrometer calipers and scale. Must have a good knowledge of the methods used in applying finish. Keeps a written record of all parts passed for use in inspection and production control departments.

EXAMPLE OF TYPICAL WORK

ANALYSIS OF JOB REQUIREMENTS AND CONDITIONS			CODE	POINTS
EDUCATION	ACTUAL SCHOOLING	Knowledge of simple arithmetic. Knows how to interpret blueprints which may be detailed or occasionally complex. May use micrometer or scale.		
	EXPERIENCE AND TRAINING	9 months to 1 year to reach point where no instruction would be required.		
SKILL	MANUAL	Sufficient to use micrometer and make simple setup on water tester.		
	MENTAL	Procedure is well defined. Must use judgment in passing a job. Minimum supervision.		
RESPONSIBILITY	FOR SAFETY OF OTHERS	Normal		
	FOR SPOILAGE OF PARTS AND MATERIAL	Handles finished product - careful handling necessary. Estimated value of product is up to $500 with little probability of damage.		
	FOR DAMAGE TO EQUIPMENT AND MACHINERY	Very little		
ACCURACY		Occasionally works to .001" using micrometer.		
PHYSICAL EFFORT		Frequently lifts and moves boxes weighing 20 to 90 pounds. Manual assistance is available.		
MENTAL EFFORT		Requires focusing of thought and vision on object being inspected visually or mechanically. Eyestrain common from glare thrown by plated objects.		
WORKING CONDITIONS	HAZARDS	Injury unlikely while in department. Is subject to splashing of acids when entering plating room to return work.		
	SURROUNDINGS	Work is clean. Water testing operation is wet - water occasionally splashing on clothing. Noise normal - odor of paint prevails.		
	CONNECTED EXPENSE	Minimum		
		ADD 400 BASE POINTS		400
		TOTAL JOB POINTS		

SPERRY JOINT JOB EVALUATION COMMITTEE

$1.16

NWLB-GENERAL MOTORS CORP. -FRIGIDAIRE ORDNANCE DIVISION, DAYTON, OHIO 269

NWLB CASE 1942

War File - General Motors Corp-Frigid aire
Ordnance Division, Dayton, Ohio
Work done by the W.B. on the
National War Labor Board Case 1942
See- War File- NWLB
Wage rate increases

February 15, 1944

Mr. O. L. Beardsly
Frigidaire Division
General Motors Company
Dayton, Ohio

My dear Mr. Beardsly:

At the request of our field representative, Margaret Kay Anderson, I am enclosing a copy of our Woman Counselor Bulletin.

We appreciate your interest in our efforts to study the hour question exhaustively and hope we may have your continued interest and assistance.

Very truly yours,

Bertha M. Nienburg,
Assistant Director

Enclosure

BMN:LW

Gen. Motors.
Dayton

February 15, 1943

Mr. O. L. Beardsley, Manager
Employee Relations Division
Frigidaire Division
General Motors Corporation
Dayton, Ohio

My dear Mr. Beardsley:

Attached herewith is the report on work done by women in the Frigidaire Plant of General Motors which you requested. As a part of the report certain of your documents were submitted. These I know you have and, therefore, am not having copied.

Sincerely,

Bertha M. Nienburg,
Assistant Director

BMN:LW

Gen. Mtrs.
Dayton

February 12, 1943

Mr. O. L. Beardsley, Manager
Employee Relations Division
Frigidaire Division
General Motors Corporation
Dayton, Ohio

My dear Mr. Beardsley:

We have your letter of February 4th. Our field representative, Margaret Kay Anderson, made a comparative statement of the jobs men and women were doing at the time of her visit to your plant. This comparison was made to determine the comparability of the work on which men and women were employed.

We assume it is this detail which you wish and we will have the material sent you for your use.

Very truly yours,

Bertha M. Nienburg,
Assistant Director

BMN:LW

Excerpts from Cases Nos. 125 and 128, National War Labor Board, General Motors Corporation and United Automobile, Aircraft & Agricultural Implement Workers of America - CIO, and United Electrical, Radio & Machine Workers of America - CIO, September 3, 1942

Mr. Matles (pp. 34 & 35):

I would now like to take up the question of women's wages. I think that during the coming year the question of women's wages and wage rates is going to be the major question confronting mass production in industry. Our organization, including the new wage contracts, has in every single instance negotiated a clause for equal pay for equal work; but more than that, we have said that that principle must apply to jobs as of December 7, the date of Pearl Harbor, and we have so incorporated that date in our contracts because there have been already certain developments since December 7 to date whereby men's jobs were arbitrarily eliminated, made into women's jobs, and rates cut 20, 25, and 30 cents an hour, and that includes wage classifications in the plants of the General Motors Corporation.

We, therefore, submit that the Board should incorporate a date as to when it will pay for equal work, when that clause applies.

The second question we have on women's work is that it is not enough to say that they shall receive the same pay on jobs that were performed by men. There are jobs and operations coming into plants that were not performed by anybody before. They were not in existence. Here it is important, in our opinion, that the Board should add what the Panel did not do, by saying that when establishing wage rates and job values on new jobs and operations heretofore not performed there shall be no discrimination because of sex. In other words, the sex factor shall not be taken up,- taken into consideration when establishing a value on a new job.

The third important question question, in our opinion----since it will constitute a serious cause for disagreement, in our opinion, that the Board will say, in the event it fails to agree on some of these factors affecting women's jobs and women's pay, that some final authority may decide it. The Board, in our opinion, shall state who that final authority will be to decide a dispute on women's wages that is not settled through the Grievance Committee. We think it is an important thing to consider if we continue with smooth production in the General Motors plants during the next 12 months.

Mr. Wilson (p. 49):

We have tried to analyze the situation, tried to decide what was right and fair to do. We have tried to analyze the unions' demands and the Panel's recommendations in the light of three broad principles: (1) will they increase sufficiency and quantity of war products in our plants, and are they necessary to help win the war; (2) are they fair to our employees, as compared to employees of other war industries; (3) are they fair to the rest of the country or will they contribute to inflation and social unrest?

Mr. Matles (pp.56 & 57): One word on this women's question again.

I want to say that the suggestion by the Corporation, on the basis of our experience already in the other plants of other companies, cannot be acceptable for the very good of the Corporation and its employees.

If a woman is eliminated from lifting, or doing heavy work, and that constitutes the effect or the reason why the wage rate should go down on work performed by men, that is very wrong; because if she is to perform skilled work, there is no reason for their getting away with 90 cents or a dollar an hour, and there is no reason why a laborer should not perform that heavy work and she perform the highly skilled work, and she may thereby work with increased efficiency where the heavy manual labor is given to laborers. Where that has been done, they were able to perform a larger amount of skilled work in their operations; and because she is able to perform more skilled work during each day, there is no reason for leaving the heavy lifting work to her, which can be done by a laborer, and we think it is not acceptable on the basis of their formula.

Pages 99, 100, 101, 102

Mr. Mead: In connection with the rates for female workers, it seems to me, from the discussion I have heard between Mr. Matles and Mr. Reuther that there was a conflict between their views.

Is that a misunderstanding on my part, or is it a fact?

In other words, Mr. Matles argued for the same pay for the same work for women, without question.

Mr. Reuther argued that in certain instances women should not receive the same pay that was given to male workers because of the prejudice that might result subsequent to the war.

Now, is there any difference of opinion there?

Mr. Matles: If I may answer that question, Mr. Chairman?

The Chairman: Mr. Matles.

Mr. Matles: There is no difference of opinion at all. I think that you didn't quite follow Mr. Reuther. He argued for the same position that I have taken here. He said that it is important that the rates paid to men, now, when female workers are put on those jobs, that they should get the same rates of pay.

If they come in on a lower rate of pay on the same work, not only is it unfair to the female employee, but the male employee will resent her coming in on the skilled job.

That is the argument I understood he made, which is quite consistent with what I said.

Mr. Mead: That wasn't what he said.

Mr. Graham: Mr. Reuther added the suggestion of job evaluation to what Mr. Matles said, as I got it.

Mr. Mead: Mr. Reuther didn't make the same statement that Mr. Matles did.

Mr. Reuther: What I would like to do is clarify that.

What I said was that, unless the female employees did get the same rates, that you would get a crystallization of opposition, resistance, from the male employees who would fight to keep the women out, because they would be fearful that the women coming in at lower rates would undermine their wage standard.

I mean, I concurred complete-ly/with with everything Mr. Matles said, excepting that I proposed, as an answer to the problem raised by Mr. Anderson, that the way to measure whether or not a woman was doing a comparable job was by wage evaluation, and I pointed out that, under a situation where a woman was running a punch press, taking a man's job who was running a punch press, and this man would be lifting a stock up from a truck based on that machine, instead of the woman getting less money because he lifted a stock from the truck, and that was given to a trucker, she would be making more money because she was devoting a hundred percent of her time to a skilled job.

Therefore, we proposed job evaluation as a means to measure that.

Mr. Anderson: As far as we know there is no such thing as a scientific job evaluation plan. That is one of the things that no one knows anything about, so that no one has ever been able to define it.

On the question of equal pay for women, I wish to concur in everything that Mr. Matles said, with these observations:

That unless the Board puts in this specific language that will make it clear what you mean when you talk about "equal pay for women", we are going to have a repetition on a much larger scale of what the people in the shops term "chiseling",-much larger than we have ever had before. By that I mean that if a man is doing a job, and they make the slightest change in the job or in the process of doing that job or the routing of it, immediately the management says that is changed and should be reclsssified.

Now, if the Board wants facts on that, I can submit details from other plants where this problem is acute or has been acute, and I think we ought to realize that at the present time the unions are being asked, and the men in the shops are being asked, to accept a larger influx of female labor for what would be under normal circumstances male jobs; and we say that unless we can assure these workers, these male workers in the shops, that the women are going to be brought into these plants on their jobs on a basis which will in no way threaten their wage standards for which they have struggled over so many years and unless they can get complete assurance that that wage scale will be preserved, then you are going to find a tremendous resistance toward that influx of women on the part of the male workers in the plants.

At the present time, in Detroit, the manpower problem is acute and another problem has arisen because of the housing shortage. It is antitipated that between eighty and one hundred thousand married women who are now not working in industry will be recruited, and the C.I.O. is cooperating in that, and certainly if we could get adequate assurance to protect the standards of the male employees, then you are going to have cooperation and expedite the employment of these females and the training of the workers for other jobs.

Further, if this is not done, you will get a crystallization of resistance, and while Mr. Anderson raised the question that you cannot measure it, if there is an honest desire on the part of management and labor to work out the establishment of fair rates for women employees when they take over a man's job, it can be measured. If, on the other hand, there is an attempt made to try to avoid that or take advantage of female workers coming in, in order to reduce pay, then all sorts of problems can be created.

I would like to suggest, certainly, a system of job revaluation would be the solution in that case; and where a woman is doing skilled work on a punch press or a machine or a bench press and relieves a man, if she does 100 percent skilled work rather than doing also the heavy work that was formerly done by the man such as lifting and so forth, and if they base her rate of pay on the amount of skilled work done, then her job valuation would rate her higher than the male employee who did the heavy work. So, we would suggest that there be established a scientific job valuation system, and if that is done, there cannot be any complaint in regard to that.

War - Agents
Dayton

x filed -
under
War - genl.
corresp.

June 9, 1942

Mr. Grant McGlothin
Field Organizer
United Electrical Workers
Dayton, Ohio

My dear Mr. McGlothin:

Our representative, Margaret Kay Anderson, reported to you concerning the agreement made between your Union and the Master Electric Company in Dayton. In view of this agreement and the fact that only six women were now involved in the Equal Pay for Equal Work matter, it seemed advisable not to carry our job analysis work into the plant at this time. The

The cases in which women are being substituted for men are increasing daily. The War Labor Board is now giving consideration to the matter. We do not know whether they will make a ruling at this time. Should they do so, we believe it will serve as a policy making precedent for other firms substituting women in the war emergency. Should the Board decide not to make such a ruling at this time, we will continue to collect factual data until our case is sufficiently strong so that that Board or some other Governmental agency with power to enforce its decisions will take hold of the matter.

With much appreciation of your cooperation,

Sincerely,

BMN:LW

Bertha M. Nienburg,
Assistant Director

for other corr. see Gen. Files.

June 9, 1942

Mr. W. H. Nicholas, Comptroller
The Master Electric Company
Dayton, Ohio

My dear Mr. Nicholas:

Your letter of June 2nd arrived only after we had had a report from our representative, Miss Margaret Kay Anderson, concerning the agreement made in your plant by the management and workers. We sincerely hope this agreement will lead to good morale and an excellent production record.

Very truly yours,

Bertha M. Nienburg,
Assistant Director

BMN:LW

Copy

May 28, 1942

General Manager
Master Electric Company
Dayton, Ohio

Dear Sir:

The Women's Bureau has been formally recognized by the Under Secretary of War, Robert P. Patterson, as the Agency to which to refer all matters of concern to women workers in the war effort. To this end it has been working with the War Department to bring about the most effective use of women in war industries.

As the electrical industry has always employed many women workers, we have not had cause to contact your plant heretofore. At the present time there is complaint that women are taking over men's jobs at lower rates than have been paid men. It is vital to the war effort to prevent uneasiness on the part of men workers who may think women are being used as an undercutting element. Therefore, it is a part of our function to ascertain the facts underlying each substantial complaint. To this end we have asked Margaret Kay Anderson, a regular field investigator of this Bureau, to visit your plant.

The purpose of her visit will be to analyze the work done by women which may have been done by men or is being done by men at the present time, and any tasks in the near future in which you expect to employ women. In determining facts it may be necessary for her to make inquiry of specific workers, foremen and other employees. Against this job data it is necessary to check a recent payroll record and where efficiency ratings and job evaluation sheets are maintained, these should be checked.

This Bureau is a fact-finding Bureau only. Miss Anderson's sole purpose is to secure an accurate accounting of the work done by women as compared with wage rates in your plant.

We hope we may have your cooperation.

Very truly yours,

Bertha M. Nienburg,
Assistant Director

Copy sent MKA
BMN:LW

May 28, 1942

Mr. K. M. Kirkendall
Business Representative
Amalgamated Local 768
United Electrical, Radio and Machine
Workers of America
Pruden Building
Dayton, Ohio

My dear Mr. Kirkendall:

With this mail we are writing to the Master Electric Company and to the Internal Security Division asking that our representative, Margaret Kay Anderson, be permitted to study the work which women are doing as related to work which men are doing or have done.

Very truly yours,

Bertha M. Nienburg,
Assistant Director

BMN:LW

Copy sent M.K.A.

May 28, 1942

Miss Margaret Kay Anderson
Hotel Van Cleve
Dayton, Ohio

My dear Margaret Kay Anderson:

I was out of the office yesterday when your letter arrived. I was so glad that the General Motors is now easy sailing and am all with you in giving you time to do the job completely so that you, yourself, know every part ties in before you leave the vicinity.

In my absence Miss Anderson answered your letter. I note she asked you to see the Master Electric Company. She was in error when she stated the company had written to us. Rather the United Electrical, Radio and Machine Workers Union had written stating, "This company," referring to the Master Electric Company, " is now using some men in girls' jobs and, of course, plans to use an ever increasing force of girls. At the present time there are girls and menddoing approximately the same jobs with 20 to 25 cents per hour difference in rates."

In order that you may clear the Master Electric, I will have to clear you with the Internal Security Division of the War Department. We have worked out a method of procedure with Internal Security with the Office of the Provost Marshal General. Each of our Bureau's people carry in addition to their credentials a card which must have their picture, their finger prints and the official stamp. Miss Larrabee will send you the card made out. Will you have your picture taken in Dayton, as well as your finger prints? Then the card will have to come back here and be officially stamped. However, it may serve the Master Electric plant security man without the official stamp. I will send a letter to the Washington Office stating that you wish to clear the Master Electric Company at Dayton on a specific date. They wire their District representative for clearance at that plant so that when you arrive he should be informed of your visit.

However, I am not sure that this machinery is working as Miss Manning's conditions study in New Jersey had a list of 140 firm names on it. It was rather a bad way to start on clearance. They may have gotten tired before they cleared that list.

The Master Electric makes motors and generators. As this plant has 1700 employees, I would judge it has its own machine shop and tool room where lathes, millers, grinders, slotters and drills would be found. The purely electrical work would probably be new to you. Women have wound armatures, coils by hand for many years. The wire is wound from a spool and is tensioned by hand as it is wound about a shape. They are hammered until they fit it perfectly. Coils of various kinds are insulated or wrapped in several different ways. Winding magnet spools, transformer coils and resistance coils consist of running wire from reels through a press onto revolving spools or shells. Winding of compensator coils is more complicated. Women have also assembled small armatures for many years. The purpose for which the armature is intended determines the method of assembly, the work being done according to the specification tag on each armature coil. Some of the tasks done are to insulate the arch with paper tips, insert the coils, hammer them into place, fold the insulation over the top of the coils, turn the leads up radially for attachment to the commutator lugs, bend the leads into the commutator lugs, test to make sure the circuit is complete, soldered the joints, insulate lead windings.

I have given you this brief description so that you will have a little background for what you may see in the plant. The probability is that women were working on small armatures and coils and are being advanced to medium sized ones. One of the questions that will come up is as to whether the girls have more service in bringing such things as commutator lugs to them than the men had. If such a matter arises, the question is how many girls does one man attend and how much is he paid.

The letter will go off to the Internal Security Division and to the plant today. Copies will be sent to you.

With best wishes,

Sincerely,

Bertha M. Nienburg,
Assistant Director

BMN:LW

May 27, 1942

Miss Margaret Anderson
Hotel Van Cleve
Dayton, Ohio

Dear Miss Anderson:

We were very glad to get your letter. I have just talked with the assistant to Mr. Fowler Harper who is chairman of the Panel on the United Radio Electrical and Machine Workers Union. Case He tells me that they will be very glad to get our information on the differentials for women. We will submit our report to him and it will be taken into consideration when they decide the question. When you get this information, will you send it in immediately and then go to the Master Electric Company. This company has written to us and wants us to do the same work for that company. It would be very helpful if you would do that next.

Sincerely yours,

Mary Anderson, Director

MA:LW

1

Min N. file

May 21, 1942

Mr. E. G. Beichler, General Manager
Frigidaire Plant
General Motors
Dayton, Ohio

My dear Mr. Beichler:

This letter is sent you in response to a telegram from our field representative, Margaret Kay Anderson.

War Services of Women's Bureau:

The Women's Bureau was formally recognized by the Undersecretary of War, Robert P. Patterson, as the agency to which to refer all matters of concern to women workers in the war effort under date of March 15, 1941. It is the sole agency concerned with the effective use of woman labor in war production.

Since that date the War and Navy Departments have presented many problems relating to women's employment to the Women's Bureau. Our major effort in the past year has been to determine the jobs which women could do most effectively in war industries and to furnish personal consultations to factory management in the initial induction of women into plants. As largest numbers of women were taken on in new plants, or expanding war plants, in which the same initial wages were paid to all workers, our concern has been entirely with the work women could perform efficiently.

In May we have had a number of complaints concerning the substitution of women on men's jobs at lower rates. As ill will engendered by opinion that women are being used to undercut men will reduce the production effort, it is a part of our function to ascertain the facts underlying each substantial complaint. To this end investigations are under way in your plant, in several plants in New Jersey, and requests are being considered for similar investigations elsewhere.

Scope of the Investigation:

The industrial experts of the Women's Bureau are sent into plants concerned to secure factual data essential to determine the exact situation. Factual data necessary will vary with the nature of complaint. Where women are doing work formerly done by men, or are employed on similar work, it is essential that a complete analysis of jobs be made. In order that there may be no accusation on either the part of the employer or organized employee concerning the accuracy of the findings, we prefer to have a representative of management and a representative of the union present as the Women's Bureau expert studies the job and makes inquiry of workers, foremen, and other employees. Against this job data, it is necessary to check a recent pay roll record. Where efficiency rating records, job evaluation sheets, route sheets, and other records are made which show the relative differences in work done or efficiency of workers, these should be checked.

Disposition of Material:

As studies above have just begun, no material has as yet reached the office for analysis. If such material shows that the complaints are without foundation, representatives of the Women's Bureau will call this to the attention of the complaintants. Should the material show that the women are being substituted for men at lower rates in a number of plants, formal consideration will be taken of the matter. What decisions may result I can not state at this time. The Women's Bureau is a fact finding and educational bureau. It has no power to issue orders or to enforce laws.

We understand the many difficulties which you are encountering in shifting to machine gun manufacture, and appreciate your courtesies to our representative.

Very truly yours,

BMN:MNG

Bertha M. Nienburg,
Acting Director.

May 20, 1942

Miss Margaret Kay Anderson
Van Cleve Hotel
Dayton, Ohio

My dear Miss Anderson:

As it is now half past three and there has been no telephone call, I am hoping it means that you are having a comfortable time with Mr. Roberts.

As I stated over the telephone, your only task is to make a job analysis in sufficient detail so that the work women are doing and the work men are doing or have done if women have taken over their work can be compared. Against this must be set the actual wage rates for workers. Until your report is made, we do not know what the situation is. The data may have value only as that secured in other gun plants, that is, to indicate the work women are doing in gun production.

As you probably know, when Miss Christman first went out to Dayton we were not aware that there was a wage case. When she found this out in Dayton, we were told by the War Labor Board that the case dealt only with the dollar-a-day increase. We have not consulted them further on this matter. However, the emphasis of our contact became more serious and a case analysis of the whole question of women's work as compared to men's became the major subject of our plant survey.

In writing to the Plant Manager on May 2, this question of substitution was mentioned. The Army Inspection Division was also telegraphed that you were asked to make an exact analysis of the jobs women are doing or will do with a view to eliminating present causes of difficulties. Whenever data may be used for administrative policy determinations, it is the Bureau's custom to confer with both employer and Union representatives as to its mode of investigation. When feelings are at high pitch, it is deemed advisable to ask both parties to name a representative to accompany our fact-finder throughout the plant. We do not wish information from either representative but want them to see that the work is done in a thorough and unbiased manner. I think I did not make this sufficiently clear to you in my letter. Sorry.

It is only within this month that the matter of substitution has come actively to the fore. This is, undoubtedly, due to the fact that industry has been expanding and women have been employed on new jobs. But as the men are called out, there is no question that substitution problems will continue to press for solution. Facts we must have. Just how they will be used must still be worked out.

It is vitally important that you, yourself, feel you know every job detail necessary for a comparison of the work women and men are doing before you leave Dayton. If you are not sure, keep going back until you are.

Sincerely,

Bertha M. Nienburg,
Acting Director

BMN:LW

Air Mail

May 19, 1942

Miss Margaret Kay Anderson
Van Cleve Hotel
Dayton, Ohio

My dear Margaret Kay:

I was so glad to get your letter for it helps to clarify the situation. When I telephoned the War Labor Board and the Union, the question before the Board was entirely on the dollar-a-year increase. From Elisabeth's letter this was changed, apparently, after my telephone conversation. But what I did not know was whether the situation was such that the arrangement could be made locally between the plant and Union on the basis of your facts, whether it was to be taken to Detroit, or whether it was to be handled here. From your letter it must be handled here.

Consequently, it would be better once you have completed your fact finding to bring your data here for review. Your only function at the plant is that of a fact-finder and it is only on a basis of fact that we can present the subject to the War Labor Board. If the girls should be wrong and they are not doing the same work as men, we would not have a good case. There is no question that we need a strong case to get the War Labor Board to make a ruling which will give us the same rate for the job regardless of who undertakes it.

It would seem to me advisable for you to confine your activities to the plant and leave all union contracts to Elisabeth. I have no doubt from your letter that everything you do is watched and everything you say is recorded either by a secretary or by a dictagraph. It may mean sitting around if you go to the plant but it is better than telephoning for they can put you off so much more easily on the telephone. I am sure from your letter you have reached this decision, too.

I have not, as yet, put in your travel request to Dayton and return because I was not quite sure how it should be handled. As you have probably bourht a return trip ticket, it would be better to wait until you return and then we will know just how to set it up.

Your letter doesn't speak of anything that smacks of a gold band. I hope the beautiful hands are still unbound.

Sincerely,

Bertha M. Nienburg,
Acting Director

BMN:LW

not sent - Mrs N. talked over long dist.

May 18, 1942

Miss Elisabeth Christman
Van Cleve Hotel
Daytoh, Ohio

My dear Elisabeth:

I am so glad your news that the union brief has a section on the elimination of rate differentials is good. Apparently, this was not so when I first telephoned them but it makes it easier to proceed to have it already a part of the case.

I am not quite sure of the status of the case. Am I correct in this interpretation - that the factual material which Margaret Kay is getting will be used in deciding the agreement between Frigidaire and the Union; that if differentials are eliminated here, then the chances are that differentials will be eliminated in Detroit. After that the step to the War Labor Board acceptance would not be so difficult. Or, is the situation such that the material will be presented to the Labor Board without first being used to bring about the local agreement.

It is important that Margaret Kay keep purely to the factual statement. Your part is to report the situation as the girls see it to her so that she may check on things as they actually are in the plant and she, in turn, will tell you of the facts as found so that you, in turn, may make the girls understand them. The third step of bringing the Union and the firm to a full appreciation of facts would be carried by both of you.

This distinction is not an arbitrary one but simply to avoid any statement that we are playing one side against the other.

Sincerely,

Bertha M. Nienburg,
Acting Director

BMN:LW

May 14, 1942

Miss Elisabeth Christman
Van Cleve Hotel
Dayton, Ohio

My dear Elisabeth:

Two trips out of the city in five days have decreased my correspondence but not my thoughts of you and the Dayton situation. Will you get over to Margaret Kay the statement in your letter of May 11 that if the Bureau could get its findings ready within two weeks, it might have a chance to go before the War Labor Board. I am surprised that she was not with you on Monday morning as we expected her here that day. Tell her how important it is to have her work up her notes as she goes along so that she will be ready to push in her report without delay.

If the job seems too big when she gets into the plant, ask her to wire me and I will send help. It is important as this problem will haunt us during the rest of the war if it is not taken care of now.

Hastily but with best wishes,

Sincerely,

Bertha M. Nienburg,
Acting Director

May 6, 1942

Miss Elisabeth Christman
Hotel Van Cleve
Dayton, Ohio

My dear Elisabeth:

In response to my telephone call to the Electrical, Radio and Machine Workers of America trying to locate Mr. Emspak or Mr. Matlis, Mr. Ross Nixon telephoned this morning. He has charge of the relations of the Union with the War Labor Board. He stated that the grievences of the women were now before the Detroit General Motors Union Board. While he did not agree with Mr. Kirstein that this matter could not come before the Panel this morning, he did agree that because the case was on the wage increase to bring it up formally might not get good results. He agreed that a thorough factual study of the situation was imperative. To this end I have asked Margaret Kay Anderson who happened to go to Dayton on personal business to confer with you and to make a complete analysis of the work women are doing, similar work done by men or which has been done by men within the last three months.

I am suggesting that she ask the plant and the Union to name someone to go with her and to give her the right to question foremen and girl workers at their jobs. With this data on hand we can either go before the Detroit group or before the Washington group, if necessary, with this as our major objective.

Of course, if the matter can be cleared in Detroit, it will save time. However, it may have a wider influence if it does come before the Labor Board and a national policy is developed. To this end I think it is well towwork with the girls for representation in their own organization so that they may present their case effectively at the right time and place.

A letter is going to Margaret Kay Anderson on this same mail.

Sincerely,

Bertha M. Nienburg,
Assistant Director

BMN:LW

May 6, 1942

Miss Margaret Kay Anderson
Van Cleve Hotel
Dayton, Ohio

My dear Margaret Kay:

A call coming over the telephone from Miss Christman Tuesday evening would make it advisable for your trip to Dayton to become official. This is the situation:

The Electrical, Radio and Machine Workers Union of America conferred with Miss Anderson concerning the differences in rates paid women and men at the Frigidaire plant in Dayton and asked for some assistance. Miss Christman was sent out to confer with the workers concerning their viewpoint in the matter and then to go to the firm and definitely determine whether the work women were doing was equal in skill to the work men were doing or whether women had recently been transferred to men's jobs.

In writing the letter to the firm it seemed advisable to make this survey a part if a general one such as we are continuing in New Jersey and, therefore, the letter about Miss Christman's visit was general in character. A long distance telephone call from Miss Christman indicated she had wage schedules of the union which called for difference in beginning rates and in "qualifying" rates between men and women. However, the type of occupation she gave me over the telephone such as, hand and power milling, and mechanical inspection covers such a wide range of jobs that it would not be possible to state that all jobs were of the same skill.

Miss Christman had contacted Mr. Beardsley at the plant but I doubt whether she made a plant inspection. It seemed advisable for you to confer with her at the Van Cleve Hotel and see whether you cannot make the careful scientific analysis of just what the girls are doing in comparison with what the men are doing. This would be for the girls coming in as beginners, for what they call "qualified workers" and what they call "advanced workers." If we are to go to bat on this matter, we must have a complete factual survey as a basis for any work outside the union proper. Miss Christman will continue to work with the union girls. It would seem best for you to limit your time to the plant work.

The War Labor Board has before it to-day the request of the United Automobile Workers and the Electrical, Radio and Machine Workers of America for one dollar a day blanket increase in wage rates. This is the only matter which the union has brought before the Board. While the findings would increase girls earnings, as well as men's, it would not take care of initial inequalities. Another approach must be made to bring this situation before the Board and we will find it if we have a factual body of data.

I am writing Miss Christman with this mail so that you will get together.

Sincerely,

Bertha M. Nienburg,
Assistant Director

P.S. Under the present circumstances, it would seem advisable to tell the firm that while we are in the process of making a general survey as stated in the letter, the present controversy makes it essential to direct our attention to women's jobs vs. men's jobs. It would ask that the plant and the union name someone to go through the plant with you as yourare analysing jobs and that they give you the right to question foremen and to question workers with regard to specific work done. Make sure you know what each jobsis. Do not take anyone's say-so for it.

B. M. N.

BMN:LW

Prepared by B. M. N.
for Mr. Fowler Harper
of M. P. Comm. on Genl.
Motors, Frigidaire, Dayton.

Women's Bureau
U. S. Department of Labor
Washington

June 3, 1942.

WAGE RATES IN OCCUPATIONS OF WOMEN AND MEN IN WAR INDUSTRIES.

General Situation with Regard to Women's Employment.

American manufacturers practically ceased production of the implements and agents of warfare at the end of the last war and the men and women engaged in war production were absorbed into peace-time industries. In creating the new series of war industries in 1940-1942, whether by building new plants or shifting old plants from peace to war-time production, new occupations or new applications of old skills resulted. Many of these occupations were similar in character to work women had done in peace-time industries and to work women were doing in Canada and in England. But as there was a large surplus of man labor available in the United States, the war industries employed men extensively regardless of the nature of the job throughout 1940 and 1941. On December 7 it became evident that many men would be called into the armed services; women were called into war production and are being called in ever increasing proportions. It is estimated their number doubled in the first quarter of 1942 and will be doubled again before the close of 1942.

The many small parts entering into the manufacture of modern weapons of warfare, the precision required in such manufacture, the labor saving devices now available for lifting and moving heavy parts, the usually excellent working conditions in new plants, all make practicable the employment of women in a large number of occupations in many war industries. The speed with which they are taken on and their spread over the occupational field will continue to shift in direct relation to the availability of man labor in each area.

As a result of already existing area variations in the availability of man labor, the following situations are found today:

1. Men are working today on jobs which, through tradition of the last war and arsenal employment, might be considered women's.

   Example: In the manufacture of small arms ammunition women were approximately 40 percent of the workers at the Government arsenal and at one private plant manufacturing in 1940. In early 1942 with 10 plants operating and employing 55,000 persons, only 27 percent of the production force are women. New plants were built in areas with a surplus of man labor in 1941.

2. Men are working today on jobs similar to those women have always done in peace time industries.

   Example: Drill press operations have been and are being done by women in the electrical industry and in many small metal industries. In the new gun plants men are found on light drill presses today.

3. Men are working on jobs in one plant that women are doing in a plant having similar production.

   Example: Women face, center and spot barrel forgings on lathes and do interior drilling and rifling in one machine gun plant and men perform all these operations in another plant.

4. Men and women are working side by side on the same work in the same plant.

   Example: Both men and women rivet, spot weld, gas weld, do sub-assembly, electrical and radio assembly and many other operations in specific aircraft plant.

Obviously, few war industry occupations can be considered tradionally men's or women's. As more men are drawn into the armed services and more women must be employed, firms seek advice concerning the work women can do effectively and base their decisions in part upon the record for efficiency attained on specific work in plants that have already employed women on a given type of work. But always the extent to which plants lose their men will determine the shifts which take place in the labor force and the type of work women will do. That more women will work side by side with men on similar work, that more women will take over work men may be doing today, there can be no doubt.

Wage Rate Problems.

New wage structures were established in new occupations in new war industry plants. For the most part, a minimum hiring rate was set and automatic increases provided after 30 or 60 days employment. Thereafter jobs were classified and the worker paid according to the classification. When women were employed the question immediately arose as to whether their basic wage rates should be the same or differ from those established for men. Industries and plants within industries are meeting this problem in different ways.

Wage Structure in Aircraft Assembly Plants.

Twenty-two aircraft assembly plants reported that their women production staff had increased to six percent of total production employees in April 1942. All but three of these plants have the same entrance rate for men and women and the same rate of increase during the first months of employment. The initial rate for both men and women beginners is 65 cents per hour in 2 plants, 60 cents in 14 others and 50 and 55 cents in three others. The first increases in 5 cent intervals usually amount to 10 cents or 15 cents per hour. Thereafter the rates are fixed by the job.

Some of the agreements between firms and trade unions specifically mention that women must receive the same pay as men.

Example: Ohio Agreement: "Female employees, who may be required to perform the same work as male employees, will receive equal pay." "The union's hiring rate for all employees shall be 65 cents per hour which shall automatically increase to 70 cents per hour in 50 days and 75 cents per hour at the end of 60 days employment and thereafter he shall be classified and paid at least the minimum of his rate of pay for the classification."

Pennsylvania, New York and New Jersey Agreement: "There shall be no discrimination in rates of pay for female employees replacing male employees." "The minimum hiring rate shall be 60 cents per hour. After two months of employment the rate will be 70 cents per hour. After four months employment the rate will be 75 cents per hour."

Michigan: An agreement with a Detroit firm just beginning production states: "Women workers shall receive the same wages as men when they perform the same operation." The minimum production rate is 95 cents an hour for both men and women

At the time rate schedules were secured from airplane plants, only a few plants had employed women as long as two months. However, the following tabulation of occupations in which both men and women were employed is indicative of the relationship of men's and women's earnings in the initial months of women's employment. No complaint has arisen concerning these wage rates.

Aircraft Assembly Plants

Title of Occupation		Shop Rates									
		.60	.65	.70	.75	.80	.85	.90	.95	1.00	1.05 and over
Drill Press											
	Men		2	3	73		1	1		1	
	Women	2	1	8	11	1	2				
Filer and Burrer											
	Men		1	2	30	1		1		1	
	Women		5	2	8						
Lathe, Turret - Hand											
	Men				14						
	Women				3						
Milling Machine											
	Men				23	1					
	Women				1						
Riveter											
	Men	29	1	28	598	6	14	6	9		
	Women	11	2	2							
Welder, gas											
	Men	1			1		1	1			1
	Women				1						1
Bench Precision, assembly											
	Men			3	30	1	3	1			
	Women			3	4						
Sub-assembly											
	Men	12	11	46	545	26	34	26	13	1	1
	Women		9	36	36	2					

Wage Structure in Gun Manufacture.

Plants now engaged in the manufacture of guns had manufactured some guns along with other products prior to 1941 or were converted from automobile part or household equipment manufacture to gun manufacture during 1941 and 1942. When women were employed in these plants prior to 1941, they were not on gun manufacture and were in occupations distinct from those of men. Gun manufacture does not permit the same real differences in the work of men and women.

Machine guns are made up of from 163 to 250 parts, each of which must be machined gradually from forging or casting into final form, exact dimension and finish. By far the largest number of machine tools used in production are millers, followed by drills, profilers and grinders. Burring and gaging are a part of many machine operators' functions, although persons are employed to carry on filing when special filing is required. Because of the many similar machines to be operated in a large production plant, reemployment of men and women formerly employed on peace time production necessitates the employment of men and women on the same type of machines and on comparable parts. Setup men are provided whether the machines are operated by men or women.

The following are examples of similar operations on the same parts done by men and women:

Milling:

Top Plate on Cincinnati Miller
Pawl Bracket on Cincinnati Miller, Kent Owens, hand mill
Top Cover on Milwaukee Model H and M 24
Cam on Cincinnati Miller, Milwaukee Miller No. 18
Base on Cincinnati Miller
Accelerator on Cincinnati Miller
Lock on Cincinnati Miller
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Pawl bracket on Avery # 1/2 drill, 4 spdl.
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Examples of women operating the same machines as men although on different parts are many. Hand Mills., Cincinnati #0.8, Cincinnati #1-12, Cincinnati #1-18, 2-18, 2-24; Milwaukee Model H, M 18, M 24; and Van Norman #118 are operated by both men and women. Although men usually operate drills on heavier parts with heavier jigs, they did light drilling along with women. In lesser number, women operate automatic profilers, wade bench profilers, automatic screw machines, grinders and precision tappers. Women and men act as inspectors in gun factories.

The wage structure differs in the several gun plants visited but each offers women a lower beginning rate than men and maintains a sex differential in rates when workers are experienced regardless of whether the work is similar in character. The following are examples of such hourly wage rate differentials:

	Men	Women
Machine Operators:		
Beginning rate:		
Same for all machines	$.60	$.434;-.45
Machine Variations	.614 to .746	none
Experienced rates:		
Milling machine operators	.74-.86; .674-.758	.47; .56-.62
Drillers	.72-.84; .674-.758	.47; .56-.62
Grinders	.76-.86; .674-.758 .83	.56 - .62
Automatic Screw Machine operators	.84-.96; .83-.914	.56 - .62
Tool Grinders	.82-1/2 - .87	.68 - .72
Inspectors:		
Shop Inspectors	.62-1/2 - .85	.52 - .58
Mechanical Inspectors	.97 - 1.02	.68 - .72
Visual Inspectors	.90 - .97	.64 - .68

The differences in wage rates shown above are causing much unrest among both men and women workers. Because production has increased as the initial problems of new operation are overcome, because operators work on different parts and on different machines, it is not possible to ascertain the effect on production of employing female workers. Spot checks reveal few differences between man and women working under the same conditions. Women cannot understand why they should be paid less for the same work than the men working beside them and men fear that women are being used to undercut their wage scale.

Policy Developed in the World War.

As soon as women were substituted for men in the last war, the sex wage differential problem arose. In the report of War Labor Conference Board to the Secretary of Labor, March 29, 1918, recommending the creation of a National War Labor Board, among the principles to govern the Board was the following:

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The principle quoted was restated by the Board in a number of awards.[1] Its application was made by the department of administration of awards by actual studies of occupational substitution in the plants concerned.

Present Official Policies with regard to Wage Differentials.

The Women's Bureau of the U. S. Department of Labor was formally recognized by Congress at the end of the last World War as the Agency to promote the welfare of women workers. The principles enunciated by the National War Labor Board have been steadfastly adhered to by the Women's Bureau, the wording being changed to "Wage rates shall be set for the job regardless of sex, race or marital status. Beginning rates shall be the same for all workers." Experience over 20 years has shown that this policy leads to good morale among workers. When women are paid less than men they become an undercutting factor in the industry in times of labor surplus.

While the Fair Labor Standards Act which covers all interstate commerce prohibits the establishment of minimum wage differentials on the basis of sex, only the State of Michigan prohibits sex wage differentials for experienced workers.

> "Discrimination as Between Sexes in Payment of Wages of Males
> and Females Engaged in Manufacture of Any Article. Sec. 556. Any employer
> of labor in this state, employing both males and females in the manufacture
> or production of any article, who shall discriminate in any way in the
> payment of wages as between sexes or who shall pay any female engaged in
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> production a less wage, by time or piece work, than is being paid to males
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> no female shall be given any task, disproportionate to her strength, not shall
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In January 1942 representatives of the War, Navy, and Labor Departments formulated a statement of policies in regard to state labor laws. The seventh item in such statement of policies is "Wage rates for women shall be the same as for men including the entrance rate."

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Women's Bureau
U. S. Department of Labor
Washington

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* * * * * *

General Motors Corporation
Frigidaire Ordnance Division
Dayton, Ohio

May 1942
Agent: M. K. Anderson

Persons Interviewed

Capt. J. J. Campbell, Ordnance Officer
Mr. M. M. Roberts, Manager of Plants
Mr. Carl Bogan, Mgr. of Ordnance Plant #3
Mr. Beardsley, Employee and Labor Relations Mgr.
Mr. Peters, Asst. Employee and Labor Relations Mgr.
Mr. Witherby, Employee and Labor Relations Mgr., Plant #3
Gertrude Treon, Women's Supervisor, Plant #3
Mr. O. E. Voehringer, Supervisor of Job Analysis and Time Study Section.

War production program in four Frigidaire plants in Dayton

Plant #1: carburetors and mechanical airplane parts for North American. Old machinery is being moved out and new machinery installed and only in partial production.
Plant #2: converting to propeller manufacture.
Plant #3: Ordnance Plant manufacturing Browning, .50 Caliber machine guns of two types (air-cooled and water-cooled). This is a newly constructed plant and all new machinery was purchased. This plant is in more full production than any of the other three.
Plant #4: converting to propeller manufacturing.

There is no commercial production in any of the four plants.

Anticipate that 30,000 will be employed in all four plants.

There greatest number of women will be employed in the Ordnance Plant and in Plant #1 on aircraft parts and carburetors.

Hours in the Ordnance Plant

The plant was originally supposed to operate just two shifts but now the third shift is being built up to be comparable in size to the other two.

First shift 7-AM - 3-PM : One-half hour for lunch and
Second shift 3-PM - 11-PM : an informal ten minute rest
Third shift 11-PM - 7-AM : period in morning and afternoon.

7½ hours a day, 6 days a week, 45 hours a week.
(Standard work week)

5% bonus for second and third shift.

Training

There are no national defense training classes for women, but there are the following NDT classes for men conducted right in the plant:

Training - cont.

1) Tool room machine operator trainee
   18 months maximum training time. Trainee is paid from 80¢ to 90¢ while in training.
2) Factory apprentice
   10 months maximum training time. Paid 85¢-95¢.
3) Tool room grinder trainee
   18 months maximum training time. Paid 80¢-95¢.
4) Small tool and cutter sharpener trainee
   18 months maximum training time. Paid 80¢-90¢.

In each case the actual training time depends upon the individual.

All the women are trained right on the job and it was estimated that most of the machine operations that they were now doing could be learned in one-half day to one day.

Rest Rooms for Women

On each floor there was a rest room for the women workers and these were located in the middle of the building with no outside exposure. As a result the ventilation was not good.

Each worker was provided with a small locker for purses and other valuables and underneath the lockers were hangers for clothing and a place to put shoes. In each rest room there was a fountain wash basin, paper towels, one couch, 4 or 5 chairs, 6 toilets and a table.

The rest rooms were not very large and at the change of the shifts they were terribly crowded and this had given rise to much bad feeling among the women workers. The congestion was the worst in Dept. 312 and the management was considering changing the men's rest room on the floor into a second woman's rest room, and have the men go to the floor above.

Uniforms

Women workers are provided with four white smocks used as uniforms. There is laundry service twice a week and the company pays for this. The women are not required to wear any head gear.

Medical

Had medical department where preemployment medical exams were given, also first-aid treatment.

Seats

All the women are provided with seats at their machines or at the benches. The women complained of having tired feet from standing on the concrete floors.

Number employed in Ordnance Plant

Schedule F shows the number employed each month since Ordnance production started in June 1941. May 16, 1942 there was a total of 4405 plant and office workers, 494 of whom were women, and 432 of the women were shop workers. Schedule C gives an occupational breakdown of the women workers by department, and gives all the hourly rated female workers except timekeepers.

General Motors
Frigidaire Ordnance Division
Dayton, Ohio
May 27, 1942

Schedule - C

DEPARTMENT 312

Occupation	No. of Female Operators
Light Drills	18
Drill Press	51
Light Power Mill	4
Hand Mill	33
Automatic Profile	3
Power Mill	85
Mill Operator	7
File & Burr	1
File & Fitting	1
Marking Machine	2
Drill & Mill	1
Punch Press	2
	208

DEPARTMENT 313

Mills (& Burr)-Milling machine operator	1
Filing & Fitting	2
Drill Press	15
Filing & Burring	6
Mill & Drill	5
Mill operator	4
Hand Mill	5
Light Drill	9
Power Mill	12
Mills & Drills, (Filing)	1
	60

DEPARTMENT 314

File & Burr	28
Filing & Fitting	4
Drill Press	3
Mill & Drill	1
Filing	1
Light Drill Press	2
Milling	1
Burr & Gauging	1
Power Mill	1
	42

DEPARTMENT 367 (Packing)

Misc. Guns parts packer	3
Packer - Small Parts	2
Packer	2
	7

SALVAGE DEPARTMENT - Inspection	**Inspectors** (female)
Visual Inspector	1

RECEIVING INSPECTION

Sr. Mechanical Inspector	6

Sheet #2

Occupation	No. of Female Operators
PARTS INSPECTION	
Sr. Mechanical Inspector	98
Mechanical Inspector	2
FINAL INSPECTION	
Sr. Mechanical Inspector	3
Total female inspectors	110

Summary

Department	312	208
	313	60
	314	42
Packing	367	7
Inspection		110
Total Female		427

The occupational designations were taken just as they were shown on the employment record cards.

May 27, 1942.

General Motors
Frigidaire Ordnance Division
Dayton, Ohio

Schedule - F

(mid-month)	Hourly Male	Hourly Female	Total Hourly	(All other) Salary Male	(All other) Salary Female	(All other) Salary Total
June, 1941	1,085	98	1,183	150	30	180
July	1,311	114	1,425	164	36	200
Aug.	1,650	145	1,795	172	39	211
Sept.	1,962	186	2,148	182	39	221
Oct.	2,055	200	2,255	190	40	230
Nov.	2,069	196	2,265	188	42	230
Dec.	2,209	200	2,409	195	47	242
Jan., 1942	2,732	231	2,963	212	51	263
Feb.	2,848	249	3,097	233	54	287
March	3,041	289	3,330	243	57	300
April	3,307	342	3,649	267	57	324
May 16	3,631	432	4,063	280	62	342

May 27, 1942.

Total Male and Female Employees

	Male	Female	Total
June, 1941	1,235	128	1,363
July "	1,475	150	1,625
Aug. "	1,822	184	2,006
Sept. "	2,144	225	2,369
Oct. "	2,245	240	2,485
Nov. "	2,257	238	2,495
Dec. "	2,404	247	2,651
Jan., 1942	2,944	282	3,226
Feb. "	3,081	303	3,384
March "	3,284	346	3,630
April "	3,574	399	3,973
May 16, 1942	3,911	494	4,405

"Hourly rated" includes maintenance workers, stock clerks, tool crib attendants, shipping and receiving clerks, stock chasers, (1) packers, (2) timekeepers, and (3) inspectors. (In last three occupations there are women.)

Number employed in Ordnance Plant - cont.

Up until the last week in May 1942 the anticipated peak employment had been 6500 and this was to be reached by July 1943. However, the plant has just been instructed to double its present production schedule and the number to be employed will be much greater. The management now anticipates that atleast 40% of the workers will be women, and this proportion may increase if the war becomes increasingly acute and labor is scarce.

Wage Rates and the female wage differential

All the production workers in the plant are on a group bonus system with a guaranteed base rate, and the job classifications and job rates for the group bonus workers are given in Schedule D. The Frigidaire Division has always paid different rates to all female workers and this system has carried over into the Ordnance Plant, and all female production workers fall under the "F-3" classification irrespective of what they do. As they have been put on jobs formerly done by men, the interpretation was that the job was then really a woman's job and should be paid a woman's rate.

The management expressed the view that women should not be paid the same rate as men because they do not have the same economic responsibilities. Also, it would be to a woman's disadvantage in post-war days to receive the same rate as men because men would be hired in their place if the companies had to pay the women the same rate.

Most of the men and women in the plant have been shifted from Plants #1 and #2. There are still approximately 2200 on the laid-off list (300-400 are women) and these must be reabsorbed on the basis of seniority according to union agreement.

> Management's big contention was that the reason men received so much higher rates for work that was the same or similar to that done by women was that it was not their wish to cut the men's rates while they were temporarily working on "women's jobs" during the transition from commercial production to war production in the other three plants.
>
> In order to keep the men and avert their finding employment in other plants while the company was in the process of shifting to war production, the men were retained and placed on jobs such as filing and burring, operating small power mills and hand milling machines, which were normally considered "women's jobs". Also in hiring men back on the basis of seniority they had to be placed on work available and this meant they often did the same work as women.
>
> The management pointed out, too, that in shifting to machine gun manufacture the men and women often were hired back at a lower rate because they were not trained

Wage rates and the female wage differential - cont.

or qualified for the jobs in ordnance work. The present condition of having men and women on the same kind of work at different rates of pay is looked upon as a transitory condition until the other plants get into full production and the men can be taken off the women's jobs. The management does not deny that women are doing work similar to that of men and that women are now doing work formerly done by men.

Definition of a "woman's job" and new job analysis of female occupations

Up until the present time there was no clear cut definition as to what was a "woman's job", and it was left largely to the foremen to determine whether or not a woman could do a job. If a woman was placed on a new job she was automatically paid the same rate as all other female workers under the "F-3" classification, on the grounds that all female production workers were paid the same rate.

In general women in the Ordnance Division had normally been operating hand mills, Cincinnati #0.8 and some Cincinnati #1-12 milling machines, light drills and had done filing and burring. Six to eight weeks ago women started to replace some men on Van Norman #118 mills, Milwaukee Model-H, Milwaukee #18, Milwaukee #24, Cincinnati #1-18, 2-18, 2-24, and more of the Cincinnati #1-12. Most of the grievances filed with the union have been on the basis of women being placed on these larger milling machines. Women have also been placed on larger drill presses.

Because the company had no clear cut definition of female occupations it started to work out a method for determining jobs suitable for women, and Schedule A shows the "Job Analysis Work Sheet" now being used and Schedule B gives the "Restrictive Requirements in Determining Female Occupations." If all eight items on the work sheet (Schedule A) are checked "No" then the job is considered a female occupation.

There has been some question if the first item of "hazards peculiar to females" should be left in because there are not many hazards that would be peculiar to females and not to males. So far none of the drill press operations or milling machine operations have been considered hazardous.

"Technical mechanical ability" under item 7 refers to reading of blueprints, using micrometers instead of fixed gages and working to finer tolerances.

The job analysis so far has been confined to departments #312, 313, 314 and 367 (packing) which are the biggest women employing departments, so that the majority of the jobs on which women are working have been analyzed. Most of this analysis has been done within the past 40 days. None of the jobs on which women are employed have been declared a man's job. It is intended that only women will be employed on operations classified as female occupations.

Management has not decided if there will be variations in rates on the different occupations classified as female, and this whole matter will have to be negotiated with the union.

Schedule - A (revised)

JOB ANALYSIS WORK SHEET

Mach.______________________________Pc. No.______________

Piece Name_________________________Opr. No._____________

Mach. No.__________Dept.______________________Date__________

1. Are the hazards peculiar to females, prevalent? Yes ( ) No ( )

2. Is it impractical to provide supervision or job setters at all times? Yes ( ) No ( )

3. Is the job unusually disagreeable beyond the protection provided? Yes ( ) No ( )

4. Does the job need other than simple gaging, to check the limits? Yes ( ) No ( )

5. Is it necessary to use fixed power driven abrasive equipment, such as polishing stands and grinding machines? Yes ( ) No ( )

6. Is the work over 25 lbs. in weight and is it handled frequently or repeatedly? Yes ( ) No ( )

7. Does the job require special technical mechanical ability? Yes ( ) No ( )

   Does it require special skill? Yes ( ) No ( )

8. Does the work cause unusual physical exertion, body strain or fatigue? Yes ( ) No ( )

Checked by:____

Foreman's O.K.________________Supv. O.K.___________________

Girl's - Man's - Job______________________Girl-Man-Now Operating

REMARKS____

____

General Motors
Frigidaire Ordnance Division
Dayton, Ohio

Schedule - B

RESTRICTIVE REQUIREMENTS IN DETERMINING FEMALE OCCUPATIONS

1. Work should not be subject to hazards peculiar to females.

2. The necessary supervision or a Job-Setter must be available to make all tool changes, set-ups and adjustments.

3. No work subjected to unusual disagreeableness, such as, water, dust, oil, grease, etc. unless the operator is provided with the proper protective facilities.

4. No work which requires other than simple gauging.

5. No work which is done on fixed power driven abrasive equipment, such as, polishing stands or grinding machines. (small portable burring, sanding, or similar tools excepted)

6. No work requiring the operator to frequently or repeatedly lift or pull parts weighing over twenty-five (25) pounds.

7. No work which requires special technical mechanical training and skill.

8. No work which causes unusual physical exertion, body strain, or fatigue.

May 27, 1942.

Definition of a "woman's job" and new analysis of female occupations

Schedule E is a summary of all operations analyzed to date and all of these have been declared female occupations. Any operations disqualified on any of the eight points have not been included. The management was very reluctant in allowing the agent to get the information on Schedule E and it was agreed that the schedule as a whole would be treated very confidentially.

Extent of hiring additional job-setters and move-men due to employment of women

In Dept. 312 where the greatest number of women are employed the foreman said no additional job-setters had been hired because there had been an over-supply of them in the department in the first place in getting production started. Also, not as many job-setters are needed now because machines do not need to be changed as often with the increased volume of production and the solving of the many original job-setting problems. There has also been an increase in the number of piece parts machined on a progressive set-up. Bearing these factors in mind and the constant increase in production and in number employed, it was agreed by management that it would be impossible to ascertain the effect of employing female workers.

Material handlers have always brought stock into the department and taken it away from the department, but the machine operators would move their own stock within the department. However, the job-setters take the material to the female machine operators so no additional move-men are employed to do this.

Efficiency ratings of female and male operators

Management contended that it would be impossible to make a fair comparison in the efficiency of female and male workers on similar work because of many variable factors listed below:

1) All the operators are on a group bonus system rather than individual bonus system and no individual efficiency records are kept. There is no one group entirely female now that was formerly male, nor is there an entire female group now that could be compared with an entire male group on similar work.

2) The operators frequently work on different parts and on different machines.

3) Many operations have been changed, there being 55 parts run on a progressive set-up now as compared with an original 13 parts.

4) There has been no status quo from one week to another because production is constantly increasing and the number employed is constantly increasing.

The company has never made a scientific special study of the efficiency of women as compared with men. However, the foreman in Dept. 312 -- where

Efficiency ratings of female and male operators – cont.

There are the greatest number of women -- said women were working out better than men on certain milling machine operations on the basis of individual spot checks made. He said this might be partially due to the fact that production is running along more smoothly now than when men were on the jobs.

General note on women's occupations and the plant set up

There are approximately 250 parts in the Browning Caliber .50 machine gun, and there are 2800 to 2900 operations, 2500 of which are machine operations. Here, as in the John Inglis plant, there is a marked predominance of milling machine operators and approximately 50% of the female productive workers are milling machine operators and 30% are drill press operators. 14% do filing and burring or burring and gauging, and aside from that there are just three women on automatic profiles, 2 on punch presses and two on marking or stenciling machines. (See Schedule C and the enclosed summary of Schedule C.)

The female machine operators are not expected to set-up their machines or make adjustments on the machines because there are set-up men provided for this. Any minor adjustments that women might be making was beyond their duties, and the intention was to not train women for set-up work until the labor supply situation became much more acute.

On machines normally operated by men it was the standard practise that these men should make minor adjustments such as changing cutters, raising and lowering cutters, etc. However, where men are now doing this on jobs now being classified as "women's jobs" they are also acting in excess ~~to~~ of their duties because set-up men are provided and these male operators receive no extra compensation because they may set up simple jobs and make minor adjustments.

The machine operators quite frequently take the burrs off the pieces which they machine using files, sand paper and emery wheels. Female operators make spot checks of their work with fixed gages but they do not use micrometers. The machine operators do not need to read blueprints.

Machine operators commonly work on several different piece parts, or perform different machine operations on the same part and many periodically or continuously operate more than one machine. For that reason some typical combinations of machines operated by certain individuals are shown under the analysis of jobs in each department. In general it was more common for a man to be operating several different machines, but women were also doing this in some cases; and there were many examples of where men did not operate more than the one machine, just as the women, as will be seen.

It should also be noted in studying Schedule E and comparing the male and female operations that in Departments 313 and 314 there are more men performing operations considered female, and although they are not working on the same parts as the women in Dept. 312, the parts would be of comparable size in a relative sense.

OCCUPATIONAL DISTRIBUTION OF FEMALE WORKERS BY DEPARTMENT
(Summary of Schedule C) **

		Total	Dept. 312	Dept. 313	Dept. 314
Light drills		29	18	9	2
Drill press		69	51	15	3
Total drill press operators	23%	98	69	24	5
Hand mills		38	33	5	-
Mill operator		13	7	5	1
Light power mill		4	4	-	-
Power Mill		98	85	12	1
Total milling machine operators	36%	153	129	22	2
File and burr		35	1	6	28
File and fitting		7	1	2	4
Filing		1	—	-	1
Burring and gauging		1	--	-	1
Total filing and burring		44	2	8	34
Drill and Mill		8	1	6	1
Automatic profile		3	3	-	-
Marking (stenciling) machine		2	2	-	-
Punch press		2	2	-	-
Total miscellaneous		15	8	6	1
Total productive workers		310	208	60	42
Inspectors	26%	110			
Packers		7			
Total female hourly workers*	100%	427			

* Does not include female timekeepers who are on an hourly basis

** The same occupational designations are used as were shown on the employment record cards and there was no way of determining whether the "mill operators" were hand mill operators or power mill operators, etc. hence the odd occupational groupings.

Analysis of women's occupations in Dept. 312

Over 65% of the female productive workers in the Ordnance Division are in Dept. 312, or 208 out of 310 total female productive workers. 129 of these 208, or 62% are milling machine operators and 33% are drill press operators. Only two women are doing filing and burring, 3 operate automatic profiles, 2 operate punch presses and 2 operate marking machines.

Normally women in this department had operated hand mills, Cincinnati #0.8, and some Cinn. # 1-12 and in the past six to eight weeks women have been placed on larger mills such as Cincinnati #1-18, 2-18, and 2-24; Milwaukee Model - H, M-18, and M-24; and Van Norman #118 and this had given rise to the majority of the grievances filed by the women. In placing them on these machines there had been no changes in the job set-up, the only change being that the job-setters brought the material to the female operators whereas the male operators used to get their own materials.

Below are listed examples of machines and combinations of machines operated by men and women on the first shift

---

MILLING MACHINES

WOMEN	MEN
Hand mills (Kent Owens and U. S. hand mills)	1 man: hand mill, sands and burrs parts
7 women operating one machine each	1 man: hand mill, sets up own machine
1 woman operating 2 machines	
1 " " 3 "	3 men on five machines (4 hand mills and 1 Cinn. 0.8.)
1 " " 3 "	
Cincinnati #0.8	
13 women, one machine each	1 man: Cinn. 0.8, Cinn. 1-12 and sometimes operates Milwaukee Model-H.
1 woman, 2 machines	
1 woman: Cinn. #0.8, hand mill and relief work on drill press	1 man: 2 Cinn. 1-12 and 2 hand mills for progressive operations
1 woman: Cinn. 0.8 and hand mill	1 man: Cinn. 0.8 and Cinn. 1-18
1 woman: Cinn. 1-12 (stradle mill) & Cinn. 0.8	2 men: each operated 3 Cinn. 1-12 2 men: " " 1 Cinn. 1-12
1 woman: Cinn. 1-12, man on job until last week.	1 man: Cinn. 1-12 & 2 profilers 1 man: Cinn. 1-12 & Milwaukee #18
1 woman: Cinn. 1-12 & vertical mill. Man was on this job.	
1 woman: Cinn. 1-12 & Cinn. 2-18 First week a woman had been on the job.	1 man: Cinn. 0.8, 2-Cinn. 2-24 machines, Milwaukee Model-H, Van Norman 118. One man alternated on these.

Analysis of women's jobs in Dept. 312 - Cont.

MILLING MACHINES

WOMEN	MEN
1 woman: Cinn. O.S, vertical mill & multiple spindle drill press. Former man's job. 1 woman: Cinn. 1-12 & drill press. 3 women: each operated a Cinn. 1-18 and had been on this job about 5 weeks. 2 women: each operating a Milwaukee m-24 1 woman: Milwaukee Model H on this machine 2 weeks.	
Women on all of following with usually one operator to a machine: 5 machines, Milwaukee M-18 5 " " M-24 2 " " Model H 2 " Cincinnati 2-18 5 " Van Norman 118	2 men on four machines (2-Cinn. 2-24 a 2-Milwaukee M-18) 1 man: Cinn. 1-18, alternating on Milwaukee M-18 & M-24
12 machines of following types all operated by women: Van Norman 118 Milwaukee, M-18 & M-24 Cincinnati 1-18.	

DRILL PRESSES

Women operated all varieties of drills including Leland-Gifford drills, Delta drills, small Avey drills, Buffalo bench burrs, Sipp drills, Natco multiple spd. drills and the Kingsbury Model 18 automatic drill.	Men operated Leland-Gifford drills with 3, 4 and 6 spindles. In general they did the drilling on heavier parts and with heavier jigs but they also did lighter drilling. Men also operated the small Avey drills.

MISCELLANEOUS MACHINES

1 woman: automatic profiler, (National Broach and Machine Co.) and a hand mill. Formerly did drill press work.	Men operated all of the automatic profiles (National Broach Co.) except for one or two which women had just been started on.
1 woman: did relief work on a profile but regularly operated a drill press.	

Analysis of women's jobs in Dept. 312 - cont.

WOMEN	MEN
MISCELLANEOUS	MACHINES - cont
Wade bench profile - operations similar to that of men	Wade bench profile
1 woman: Bakewell Precision Tapper #2. normally operates a bench lathe but does relief work on the tapper.	1 man: Bakewell tapper, also operates mills and drills of different sizes.
1 woman: heavy duty tapper	
2 women: punch presses (Bliss: #6 (large), #20 (medium), #2 (small); Consolidated #6; Toledo #2. Only operate the machines and make no set-ups.	The male punch press operators also know how to set-up the presses and do this for the women.

Although the men and women were operating machines of the same size and type as is shown above, it is well to observe the specific examples of where men and women are not only operating the same general types of machines but also working on the same parts and on successive operations. Examples below have been selected from Schedule E (Job analysis sheet):

Example	Sex	Opr. No.	Piece Name and No.	Machine
9/	F	120A	Spring B8908	Van Norman Mill #118
	M	120B	" "	Milwaukee Mill #M-24
10/	F	51	Pawl B8916	Leland-Gifford drill, 3 spd.
	M	51	" "	" " " , 6 spd.
	F	51	" "	" " " , " """
				(Latter two use 3 spindles)
11/	F	120A	Pawl B 8916	Cincinnati Mill
	F	120B	" " "	" "
	M	120C	" " "	Van Norman #118
12/	M	120C	Latch B8949	Milwaukee M-24
	F	120D	" "	" M-18
	F	120E	" "	" M-24
13/	F	120A	Pawl B8975	Cincinnati Mill
	M	120B	" "	" "
	F	120C	" "	" "

Analysis of women's jobs in Dept. 312 - cont.

Examples below have been selected from Schedule E (Job analysis sheet):

Example	Sex	Opr. No.	Piece Name and No.	Machine
14/	M	120A	Lock B9712	Cincinnati Mill
	F	120B	" "	Cincinnati Mill
15/	F	51	" "	Avey ½, 4 spindle drill
	M	147 finish	" "	Leland-Gifford drill
16/	M	136A	Trigger Safety B147511	Wade bench profile
	F	136B	Trigger Safety B147511	" " "
17/	M	51A	Extractor C4065	Avey #½, 2 spindle drill
	F	51B	Extractor C4065	Leland-Gifford 4 spd. drill
18/	M	120F	Sear C4067	Cincinnati Mill
	F	120G	Sear "	" "
	M	120E & F	Sear "	" "
19/	M	120F	Accelerator C8141	Kent Owens hand mill
	F	120G, H, I	Accelerator C8141	U. S. hand mill
20/	M	120A	Base C-8342	Cinn. Mill
	F	120B	" "	" "
	M	120C	" "	" "
21/	M	120A	Cam C64279	Milwaukee Mill M-18
	F	" B	" "	Cinn. Mill
	F	" C	" "	" "
	M	" D	" "	" "
	F	" F	" "	" "

Analysis of women's jobs in Dept. 313

Distribution of women workers in Dept. 313:

Drill press operators	24
Milling machine operators	22
Burring, filing and gauging	8
Drill and mill	6
	60

Men and women were in many instances operating the same size and same type drill press although not always on the same part, but there was no great difference in the size of the parts and jigs in many cases. In some cases men were drilling parts on which women had performed milling operations.

Below are listed examples of machines and combinations of machines operated by men and women on the first shift:

Women	Men
DRILL PRESSES	
Leland-Gifford	**Leland-Gifford**
1 woman: #3drill 1 woman: #2 drill	2 men: each operating #3 drills
Avey drill (small size) 1 woman: #1, 2 spd. & 3 spd. 1 woman: #2, 3 spd.	**Avey drill** (small size) 1 man: Avey, 3 spd. 1 man: #½ Avey
Sipp drill, 4 spd. - 1 woman	
Delta drills (small) 1 woman operating a Delta drill	**Delta drills** (small) 3 men operating Delta drill
Natco multiple spindle drill	
1 woman: Natco Multiple spd.	
1 woman: Natco Multiple spd. Avey #1 drill, Leland Gifford #2.	
1 woman: Natco Multiple spd. Leland Gifford #2 & #3, Cinn. 0.8 mill. Uses all three periodically	
MILLING MACHINES	
1 woman: Cinn. 0.8	2 men: Cinn. 0.8
2 women: hand mills	1 man: hand mill (Kent Owens)
1 woman: hand mill & Cinn. vertical mill.	1 man: 2 hand mills
1 woman: Milwaukee M-24	1 man: hand mill & Milwaukee Model H
	1 man: Cinn. 1-12 (2 machines)

Analysis of women's jobs in Dept. 313 - cont.

MILLING MACHINES - cont.

WOMEN		MEN	
1 woman:	Van Norman mill	1 man:	hand mill, Cinn. 0.8, and Cinn. vertical mill
1 woman:	Sundstrand Rigidmil & Cinn. 1-12	1 man:	Cinn. 2-24
		1 man:	Van Norman 118
		2 men:	2 machines each (Cinn. 2-24 & Van Norman 118)
		1 man:	Milwaukee M-18
		2 men:	" M-24
		2 men:	" M-24 (2 mach. each)
		1 man:	" Model H (2 machines)
		1 man:	" Simplex
		1 man:	Sundstrand Rigidmil

Men were operating quite a number of milling machines in this department which women were operating in Dept. 312. Not all of the machine operations performed by men were observed and recorded, but just those in which there seemed to be a similarity in type of machine and work.

Men and women were performing similar operations on the same parts in some cases as is shown in the examples below taken from Schedule F.

Example	Sex	Opr. No.	Piece Name and No.	Machine
5/	M	120A	Top Plate D28263	Milwaukee M-18
	M	" B	" " "	Cincinnati Mill
	M	" C	" " "	Milwaukee M-18
	M	" H	" " "	" M-24
	M	" D	" " "	Cincinnati Mill
	F	" E	" " "	" "
	F	" F	" " "	" "
	F	" G	" " "	" "
	M	" I	" " "	" "
6/	F	120A	Pawl Bracket C4059	Cincinnati Mill
	F	" B	" " "	" "
	M	" E	" " "	" "
	M	" F	" " "	" "
	M	" H	" " "	Sundstrand Rigidmil
	F	" I	" " "	Kent Owens hand mill
	F	" J	" " "	Cin. Vertical Mill
	F	" K	" " "	Kent Owens hand mill
	M	" K	" " "	Cinn. Mill
7/	M	120E	Bottom Plate D28257	Milwaukee M-18
	M	" F	" " "	" Model H
	F	" G	" " "	Sundstrand Rigidmil
	F	" H	" " "	Cinn. Mill
	M	" I	" " "	Milwaukee Model H
8/	M	120C	Top Cover D28258	Milwaukee Model H
	M	" D	" " "	" " "

Analysis of women's jobs in Dept. 313 - cont.

Example	Sex	Opr. No.	Piece Name and No.	Machine
8/	F	120D	Top Cover D28258	Milwaukee M-24
	M	" H	" " "	Cinn. Mill
22/	M	51B	Pawl Bracket C4059	Avey #½ drill, 4 spd.
	F	51C	" " "	Leland Gifford drill

Eight women were doing burring & filing with a few filing parts down so as to fit into a gauge. This work was done out among the machine operators taking burrs off the parts as they came from the machines. There were a few men who were doing work somewhat similar but they often used emery wheels and burring wheels in addition to files.

Analysis of women's jobs in Dept. 314

Distribution of women workers in Dept. 314:

Filing, burring and gauging	34
Drill press operators	5
Milling machine operators	2
Drill and Mill	1
	42

80% of the women in this department were engaged in filing, burring and some were fitting parts to a gauge in the process of filing. A great number of these filing operations were on the bolt of the gun, and filing and burring was done on other parts as they came off the machines.

In segregated areas in each department there were men doing what was called "filing and fitting". Much of this work did/not differ appreciably from that done by women who were filing parts down to fit a gage as distinquished from those taking burrs off parts with a file. The men doing filing and fitting frequently combined this with the use of burring and emery wheels which was less common among the women. It was believed that most of the filing and fitting jobs now done by men would be classified as female operations when the job analysis was made.

Six women in the department operated drill presses and one also operated a milling machine part time. These women worked on some of the same parts as the male operators as is shown from the examples taken from the job analysis sheets:

Example	Sex	Opr. No.	Piece Name & No.	Machine
1/	M	51B	Cartridge Stop C77408	Avey 4 spd. drill
	F	51C & 147	" " "	" " " "
2/	F	51 I	Bolt D28256	Avey 3 spd. drill
	M	51 K	" "	Leland-Gifford single spd. drill
3/	M	120F	" "	Cinn. Mill
	F	120G	" "	Cinn. Mill

The numerous other drill press operations listed for men would be similar to that done by women because the parts and jigs are not excessive in weight or they would not be classified as potential female occupations.

Analysis of women's jobs in Dept. 314

Below are listed examples of machines and combinations of machines operated by men and women on the first shift:

WOMEN	MEN
DRILL PRESSES	
1 woman: Leland Gifford #2	3 men: each operated Leland-Gifford #3, 6 spd.
2 women: Leland Gifford #1 (one 4 spd. and one 6 spd.)	1 man: Leland-Gif. #3, 2 six spd. and one three spindle.
1 woman: Leland Gifford #1 and Avey #2.	3 men: Leland-Gifford #2
2 women: Avey #2 (one 4 spd. and one 3 spd.)	1 man: " " #1
	2 men: Leland-Gif. Jigger drill
	1 man: #2 Avey, 4 spd.
	2 men: Delta drills
MILLING MACHINE	
1 woman: Cinn. Mill	2 men: Cinn. 0.8 vertical mill
	4 men: Cinn. 1-12 machines
	8 men: Cinn. 1-12, two machines to each man
	1 man: Cinn. 0.8 & Cinn. 1-18
	2 men: Cinn. 2-18, 2 machines each
	1 man: Cinn. 1-12 (4 machines)
	4 men: Milwaukee M-24 mills
	2 men: " M-18 "
	6 men: " Simplex
	1 man: " Duplex
	1 man: " M-24 (2 machines)
	1 man: Sundstrand Rigidmil & Cinn. 1-12
	1 man: 3 hand mills & profiler
	1 man: 2 hand mills & Milwaukee Model H.
	1 man: hand mill, bench profile, and 2-Cinn. 0.8 mills.
	1 man: Milwaukee M-18 & Cinn. 1-12

Note: An outstanding feature in this department is the extent to which men operate milling machines here that are operated by women in Dept. 312

Women are just being started on milling machines here and Example 3/ shows that they are doing work similar to that done by some men.

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SCHEDULE - E

SUMMARY OF ALL JOBS ANALYZED AS FEMALE OCCUPATIONS BY THE FRIGIDAIRE ORDNANCE DIVISION, MAY 29, 1942

(Complete plant analysis not complete)

Explanatory Note:

"Sex" - indicates sex of present operator.

"Operation No." - indicates operation number on a specific piece part with successive operations listed chronologically.

"Piece name and No." - indicates the name and number of the part worked on and at times the same part is listed under different names but the number identifies it as the same part. All the parts are relatively light in weight or the operation as a whole would have been discarded under item #6 or #8 on the job analysis work sheet.

"Machine" - this column may refer to either a machine or an operation such as filing and burring. References to radius, dimension, angles, size of holes, etc. can be somewhat disregarded because these merely serve to identify the specific type of cut or operation from similar operations on the same part should the job analyst wish to refer back to the operation.

"1/, 2/, 3/, etc." - all numbers listed in this fashion refer to similar male and female operations which are used as examples in the text of this report.

In many cases the same worker may be performing several operations and operating different machines, but it was not possible to determine this from the analysis sheets.

Agent: M. K. Anderson

Frigidaire Ordnance Div.
Dayton, Ohio

May 29, 1942.
Agent: M. K. Anderson 1.

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Schedule - E

Dept. 312

Sex	Operation No.	Piece Name and No.	Machine
F	16	Spring Lock A9266	Bliss # 6 - blanking (punch press)
F	30	" " A9266	Toledo #2 - coining (" ")
F	75	" " A9266	Toledo #2 - forming (" ")
F	51	Pin (A9276)	Leland Gifford Single Spindle Drill Press
F	120A	" (same)	Kent Owens #1-M. Mill (hand mill)
F	120A	" (A9367)	Cinn. Mill
F	156-16	Cam Extractor A9373	Consolidated punch press # 6
F	147	Cam Extractor A9373	Delta 2 spindle drill press
F	120	Pin A9380	Kent Owens #1-M. Mill - hand mill
F	120 A & B	Pin A9383	Cinn. Mill (angles)
F	120B	Pin A9383	Cinn. Mill
F	120C	Pin A9383	Cinn. Mill
F	120D	Pin A9383	Kent Owens #1-M. Mill - hand mill
F	51	Stud A9395	Leland-Gifford 2 spindle drill press .016 & 3/32
F	15	Stud A9395	Buffalo bench burr .296 & 3/32 holes
F	120B	Guide A 9518	Van Norman (Top Side) Milling Machine #118
F	120C	Guide A 9518	Cinn. Mill - (.135 slot)
F	120E	Guide A 9518	Cinn. Vertical (Finish Mill)
F	51	Guide A 9518	L-G 6 sp. drill press, drill & ream (.125 holes)
F	120A	Plug A 9277	Kent Owens hand mill
F	51B	Cover front sight A9778	Avey 3 spindle # ½ drill press
F	51B	" " " A9778	Avey 4 spindle # [illegible] drill press 1/2
F	120A	Key A9784	Kent Owens hand mill
F	120B	Key A9784	U. S. Mill - hand mill
F	120A	Pin A13519	Kent Owens #1 M. Mill - hand mill
F	51	Pin A 13519	L-G One spindle - (Leland Gifford Drill Press)
F	15	Pin A13519	Drill burr, Buffalo bench
F	120A	Plug A13533	Kent Owens #1 Mill - hand mill
F	120A	Link Stripper A13541	Milwaukee Mill M-18
F	120B	Link Stripper A13541	" " M-18
F	120C	" " "	" " Model H - .379 radius
F	120D	" " "	" " M-24
F	120D	" " "	Cinn. Mill
F	120E	" " "	Van Norman #118 (45 degree angle) milling machine
F	16	Washer A13545	Blanking #20 Bliss punch press
F	156	" "	Shaving # 2 Toledo Punch Press
F	15	Pin A 13565	Delta single spindle drill burr
F	120A	Lever A 13586	Milwaukee Mill H - (Model-H)
F	51	" "	L-G drill press, .125 & .250 hole (Leland-Gifford)
F	15	" "	Buffalo S. S. bench drill
M	120A	Sear slide A13595	Cinn. Mill
M	120B	" " A13595	" "
M	120C	" " A13595	" "
M	71	" " "	File burring
F	132	Slide guide piece A13609	Cutoff and pierce # 2 Toledo Punch Press
F	51	Pin A20102	L-G 6 sp. drill press (Leland-Gifford)
F	29-38	Piece A152750	Avey 3 sp. drill press
F	51	" "	" " " " "
F	120A	Screw A152834	Kent Owens #1 M. Mill - hand mill
F	51	Pin A152854	L-G single sp. dr. press (Leland-Gifford)
F	16	Spring A152896	#2 Toledo, blank and notch - Punch Press
F	75	Washer A152896	"" " , forming - punch press
F	132	" "	"" " , pierce two holes - punch press
F	120	Screw A152938	Kent Owens hand mill
F	51	" "	L-G single sp. .128 holes (Leland-Gifford
F	15	" "	Buffalo S. Sp. bench drill
F	16	Spring B8787A	Consolidated Punch Press #6, blank, slit and form
F	30	" "	Bliss P. P. #20, coin (punch press)
F	75	" "	" " " # 6, form complete
F	132	" B8908	" " " #20, pierce and trim

Sex	Operation No.	Piece name and number	Machine
F	75	Spring B8908	#2 Toledo punch press, (form 12 angles)
F	120A	Spring "	#118 Van Norman Mill
M	120B	" "	#M-24 Milwaukee Mill
F	120	Bearing B8910	Kent Owens (3/16 slot) - handmill
F	16	Arm B8914	#6 Bliss PP, blank
F	156A	" "	#6 Bliss PP, 1st shave
F	156B	" "	#6 Bliss PP, 2nd shave
F	16	Pawl Arm - belt feed B8914	#6 Consolidated PP
F	51 A & B	" " "	L-G 6 spd. drill press (Leland-Gifford)
M	120D	Feed belt slide B 8915	Cinn. Mill (.128 Dimension)
M	120E	Slide B 8915	Milw. Mill (.063 - Dimension) Model-H
F	51	Pawl B8916	L-G 3 spd. dr. press (Leland-Gifford)
M	51	Pawl "	L-G 6 spd. dr. press (uses 3 spindles.)
F	51	" "	L-G 6 spd. dr. press (uses 3 spindles.)
F	120A	" "	Cinn. Mill
F	120B	" "	" "
M	120C	" "	Van Norman Mill #118
F	120A	Bearing B8921	Cinn. Mill (3/8 slot)
F	120B	Breech Lock B8925	Van Norman (45 degree angle) #118
F	120A	Pawl B8927	" " (1/8 radius) #118
F	120B	" "	Cinn. Mill
F	120C	" "	Van Norman Mill #118
F	120A	Latch B8928	Cinn. Mill
F	51	" "	L-G 2 spd. drill press
F	15	" "	Delta 2 spindle drill
M	136	Shaft B8930	Wade Bench Profile
F	51 A & B	Shaft cover latch B8930	L-G drill press (.081 hole) Leland-Giffor
F	16	Spring B8931	#6 Consolidated PP, blank and pierce (punch press)
F	75A	" "	#2 Toledo, 1st. form, (1/16th radius) (punch press)
F	75B	" "	#20 Bliss PP, 2nd form, (11/64 radius) (punch press)
M	13A	Base B8933	American broach (4 ton)
F	136	Knob B8940	Wade bench profile
F	120A	Bracket B8941A	Kent Owens hand mill
M	51A	Latch B8949	L-G 4 spd. dr. press (Leland-Gifford)
F	120A	Latch "	Milwaukee Mill #M-18, (bottom sides)
F	120B	" "	" " #M-18, (top side)
M	120C	" "	" " #M-24
F	120D	" "	" " #M-18
F	120E	" "	" " #M-24
F	120A	Pin B8963	Cinn. Mill
F	51	Pin assembly B8963	Avey 2 spd. drill press, (2 holes)
F	120A	Pawl B8975	Cinn. Mill, (45 degree angle)
M	120B	" "	" ", (bottom)
F	120C	" "	" ", (.316)
F	120E	" "	" ", (15 degree angle)
M	120A	Lock B 9712	" ", (.160 radius)
F	120B	" B 9712	" ", (3/16 radius)
M	120C	" " "	Kent Owens hand mill, (.110 tang. - dimension)
M	147 finish	" " "	L. G. drill (Leland-Gifford)
F	51	" " "	Avey #1. 4 spindle drill
F	120C	Lever B9718	U. S. hand mill, (Radius .040)
F	51	" "	Delta 2 spindle drill
F	16	Sear stop B9723	#6 Bliss PP, blank and pierce - punch press
F	156A	" " "	#20 Bliss PP, rough shave - punch press
F	156B	" " "	" " ", finish shave " "
F	70	Buffer tube cap	Delta 4 spindle drill
F	51	Cap B9731	L-G 6 spindle drill
F	190A	" "	L-G single spindle drill, tap head
F	15	" "	Delta 2 spd. drill burr
F	147	" "	" 2 spd. drill three holes.
M	15-51-147	Ejector B9732	L-G 3 spd. drill Leland Gifford
M	120A	" "	Van Norman Mill #118
M	120B	" "	Milwaukee M-18 Mill
M	120C	" "	" M-24 "
M	120D	" "	Cinn. Mill.
M	120E	" "	" "
F	120F	" "	two U. S. hand mill, one Kent Owens hand mill
F	120G	" "	U. S. hand mill
F	120H	" "	" " " "
F	120 I	" "	Kent Owens hand mill
F	120J	" "	" " " " #1

Sex	Operation No.	Piece name and number	Machine
F	120K	Ejector B9732	U. S. hand mill
F	37	Spring B9741	#6 Consolidated PP, (cut-off and notch) punch press
F	30B	" "	#6 Bliss Pp, (coin sharp edge) punch press
F	30A	" "	#20 Bliss PP, Coin (.046 notch) punch press
F	75	" "	#20 " PP, form complete " "
F	37	Bar Pin Lock B9786	#20 " PP, cut-off " "
F	16	Bar Pin Lock B9786	#6 Bliss, blank, pierce and extrude, punch press
F	30	" " " "	#20 Bliss, Coin 3 notches (.040) " "
F	120A	Rod B9830	Milwaukee Mill M-24
F	120B	" "	Van Norman Mill #118
F	51	" "	Leland Gifford 6 spd. drill
F	15	" "	Buffalo bench drill burr
F	120A	Valve head B17169	Milwaukee Model H. (1.302 dim.)
F	120B	Oil buffer piston valve B17175	Cinn. Mill
F	120C	Valve B17175	" "
F	51	" "	Leland Gifford 6 spd. drill press
F	16	Spring B17484	#6 Consolidated PP, (.170 hole) blank and pierce
F	75	" "	" " punch press, form complete
M	136		Wade bench profile
F	51B	Sleeve B128136	Kingsbury Drill - (12 holes - 5/32 holes)
F	190A	Sleeve barrel B128136	Bakewell Tapper #2
F	120A	Switch B147461	Milwaukee Mill M-24
F	51	" "	Leland-Gifford 2 spd. drill press
F	15	" "	Delta 2 spd. drill burr
F	120A	" "	Cinn. Mill
F	120B	" "	" "
F	120C	" "	Van Norman #118, (top angle) - milling machine
F	120D	" "	Cinn. Mill
M	136A	Trigger Safety B147511	Wade bench profile
F	136B	" " "	" " "
F	120E	" " "	Kent Owens (45 degree angle) - hand mill
F	120F	" " "	Cinn. Mill
F	51-147	" " "	Leland Gifford Drill Pr. (4 holes - .242 holes)
F	120A	Bracket C4061	Milwaukee Mill M-24
F	120A	" "	" " M-18
F	120B	" "	" " M-18
F	120C	" "	" " M-18
F	120C	" "	" " M-24
F	120D	" "	" " M-18
F	120E	" "	Cinn. Mill
F	120E	" "	Milwaukee Mill M-18
F	120F	" "	" " (.625 dim.) M-18
F	51A	" "	Natco Multiple Drill
F	147	" "	Avey drill 3 spd.
F	120H	" "	Milwaukee Mill
F	120B	Switch Belt C4062	Cinn. Mill, (10 degree angle)
F	51	" " "	Leland Gifford 3 spd., (2-199 holes drill and ream) - drill
F	15	" " "	Delta 2 spindle drill
F	120A	Extractor C4065	Milwaukee (2.818)
F	120B	" "	Cinn. Mill (surface)
F	120C & D	" "	" " (1.174 dim.)
M	51A	" "	Avey # ½, 2 spd. - drill
F	51B	" "	Leland Gifford 4 spd. - drill
F	120D	" "	Cinn. Mill (30 degree angle)
F	120E	" "	" " (End Radius)
F	120 F & H	" "	" " (14 degree angle)
F	120F	" "	" Vert. Mill (14 degree angle)
F	120H	" "	" Mill (.196 dim.)
F	120 I	" "	" " (7/32 radius)
F	120A	Sear C4067	Cinn. Mill (.245 D.519)
F	120B	" C4067	" " (.055 radius)
M	120F	" "	" " (.613 dim.)
F	120G	" "	" " (.017-408)
F	120H	" "	" " (.127)
F	120I	" "	Kent Owens hand mill (.202 dim.)
F	120J	Sear C4067	Cinn. Mill (.0040 radius)
F	120K	" "	" " (5/16 radius)
F	51A	" "	Avey 2 spd. drill (.248 dim.)
F	120L	" "	Cinn. Mill (.147 dim.)
F	120N	" "	U. S. hand mill (45 degree chamfer)
F	120M	" "	Kent Owens (3/4 d. 1/4 rad.) - hand mill
F	120 O	" "	U. S. hand mill (1/16 X 1.650)
F	120B	Bracket C4070	Milwaukee Mill M-24
F	120C	" "	" Rough Mill (.255 dim.) M-24
F	120D	" "	" M-24, (.255 dim. & .840 dim.)
F	120E	" "	" (.376 dim.) - M-24

Dept. 312 - cont.

Sex	Operation No.	Piece name and number	Machine
F	51	Bracket C4070	Leland Gifford 6 spindle, (all holes)
F	38	" "	Buffalo 2 spd. (three holes)
F	120C	Rod C6404	Kent Owens hand mill (45 degree angle)
M	120B	Accelerator C8141	Cinn. Mill. (2.20 rad.)
M	120C & B	" "	" "
M	120D	" "	" " (.140 rad.)
M	120E	" "	" " (.270 slot)
M	120F	" "	Kent Owens (1. 062 ears) - hand mill
F	120G,H & I	" "	U. S. hand mill, (.145 angle, 1/4 radius, (¼ radius)
F	120A	Tube C8146	Cinn Mill (1.285)
F	120C	" "	" " (serations)
F	120D	" "	U. S. hand mill (.092 slot)
M	17	" "	Heald Borematic
M	120A	Base C-8342	Cinn. Mill
F	120B	" "	" " (.801 & .225)
M	120C	" "	" " (.430 dim.)
F	120A	Switch C-64062	" " (.263 slot)
M	120A	Lever C-64278	Kent Owens Hand Mill (.210 radius)
M	120B	" "	" " " " (.362 dim.)
M	120C	" "	" " " " (5/16 dim.)
M	120D	" "	" " " "
M	120E	" "	Cinn. Mill (2 inch radius)
M	51	" "	Avey #½. 4 spd. drill, (.165 & .090 hole)
M	70	" "	Leland Gifford (facing) drill press
M	120A	Cam C64279	Milwaukee Mill M-18, (.245 and .177 dim.)
F	120B	" "	Cinn. Mill. (.292 radius)
F	120C	" "	Cinn. Mill #.08 (rough angles)
M	120D	" "	Cinn. Mill
F	120F	" "	Cinn. Mill (3/32 radius)
F	120G	" "	Kent Owens #1 Mill - handmill
F	120H-I	" "	Kent Owens #1 M. Mill - hand mill
F	51	" "	Leland Gifford (.156 hole) - drill press
F	51	Rod C64304	Avey 3 spd. drill press
F	38	Rod assembly C64304	Sipp drill press, 3 spd., counterboring and countersinking
F	115	" " "	South Bend bench lathe
F	120A	" " "	Milwaukee Mill Model-H
F	120B	" " "	Kent Owens hand mill
F	120D	" " "	" " " " (30 degree angle)
M	17	Sleeve C 128136	Heald Borematic
M	120A & B	Rear Sight base D28260	Van Norman A - (.389 dim.) #118 B - (1/32 clearance)
M	13	Base D28260	American Broach
M	120E & F	Sear C4067	Cinn. Mill (.145-.147)
F	120A	Bracket C4070	Cinn. Mill
F	156	Spring B9741	# 2 Toledo punch press, shave coined end Note: "Coining" is a forming operation on a punch press.
		DEPT. 313	
F	120A	Pawl C-4059 (Bracket)	Cincinnati Mill
F	120B	Pawl-Bracket C-4059	Cincinnati Mill
M	120B	Cartridge Stop A-13540	Van Norman Mill
M	120A	Loading Pawl B-8913	Cincinnati Power Fed Mill
M	120B	Pawl B-8913	Van Norman Mill
F	51B	Loading Pawl B-8913	Delta 5 Spindle Drill
F	71B & A	Loading Pawl B-8913	Filing & Burring Bench Work
F	51B	Firing Pin Extension B-8946	2 Spindle Avey Drill
F	120B	Firing Pin Extension B-8946	Kent Owens Hand Mill
F	120C	Firing Pin Extension B-8946	Cincinnati Mill
F	120A	Firing Pin Extension B-8946	Cincinnati Mill
F	165	Firing Pin Extension B-8946	Stenciling Mach.
F	147B	Firing Pin Extension B-8946	Leland Gifford drill press
M	120D	Barrel Extension B-9728	Cincinnati Mill
M	120E	Barrel Extension Shank B-9728	Milwaukee M 18 Mill
F	120F	Shank B-9728	U. S. Milling Machine (hand mill)
F	120A	Shank B-9728	Milwaukee Mill M 24
F	120C	Shank B-9728	Cincinnati Mill
F	120G	Shank B-9728	Cincinnati Mill
F	71	Shank B-9728	Burring-File & Pliers
M	120C	Latch B-147464	Cincinnati Mill
F	51A	Latch B-147464	Leland Gifford 3 Spl. Drill

Sex	Operation No.	Piece Name and No.	Machine
F	71	Latch B-147464	File & Burr Bench Work
M	120E	Latch B-147464	Van Norman Mill
F	120F	Latch B-147464	Kent Owens Hand Mill
M	120D	Trunnion Adapter C-4052	Kent Owens hand mill
M	24	Trunnion Adapter C-4052	Leland Gifford Drill
M	51B	Bracket - Pawl C-4059	4 Spdl. #1/2 Avey drill
F	51C	Pawl Bracket C-4059	Leland Gifford Drill
M	120E	Bracket - Pawl C-4059	Cincinnati Mill
M	120F	Bracket - Pawl C-4059	Cincinnati Mill
M	120H	Bracket - Pawl C-4059	Sundstrand Rigidmil
F	120-I	Bracket - Pawl C-4059	Kent Owens hand mill
F	120J	Bracket Pawl C-4059	Cincinnati Vertical Mill
F	120K	Bracket - Pawl C-4059	Kent Owen Handmill
M	120K	Bracket - Pawl C-4059	Cincinnati Mill
M	120K	Oil Buffer Body C-8063	Cincinnati Mill
M	120-I	Oil Buffer Body C-8063	Cincinnati Mill
M	120A	Body Oil Buffer C-8063	Cincinnati Mill
M	120D	Cover Body C-8063	Kent Owens Mill #1-M
M	120H	Body Oil Buffer C-8063	Kent Owens Mill #1-M
M	120J	Body Oil Buffer C-8063	Kent Owens Mill #1-M
M	71	Body Oil Buffer C-8063	Bench - Burring
F	120H	Barrel Extension D-28254	Cincinnati Mill
F	120-I	Barrel Extension D-28254	Van Norman Mill
F	120J	Barrel Extension D-28254	Kent Owens hand mill
F	120K	Barrel Extension D-28254	Kent Owens hand mill
F	120L	Barrel Extension D-28254	Kent Owens hand mill
M	51B	Barrel Extension D-22854	Leland Gifford Jigger Drill
M	147	Barrel Extension D-28254	Avey 3 Spl. Drill
M	150A	Barrel Extension D-28254	Air Driven Portable Emery Burr
M	71	Barrel Extension D-28254	Burr-File / Emery Cloth
M	71	Barrel Extension D-28254	Bench File
M	120A	Bottom Plate D-28257	Milwaukee M-24 Mill
M	120B	Bottom Plate D-28257	Milwaukee Simplex Mill
M	120C	Bottom Plate D-28257	Milwaukee #M-18 Mill
M	120D	Bottom Plate D-28257	Milwaukee #M-18 Mill
M	120E	Bottom Plate D-28257	Milwaukee #-18 Mill
M	120F	Bottom Plate D-28257	Milwaukee H Mill
F	120G	Bottom Plate D-28257	Sundstrand Rigidmil
F	120H	Bottom Plate D-28257	Cincinnati Mill
M	120-I	Bottom Plate D-28257	Milwaukee H Mill
F	51C	Bottom Plate D-28257	Small Natco Multiple Drill Press
F	38	Bottom Plate D-28257	1 Spdl. Leland Gifford Drill
M	120C	Top Cover D-28258	Milwaukee Mill "H" - Model
M	120D	Top Cover D-28258	Milwaukee Mill "H" - Model
F	120D	Top Cover D-28258	Milwaukee M-24 Mill
M	120H	Top Cover D-28258	Cincinnati Mill
M	120K	Top Cover D-28258	Milwaukee Mill
M	120L	Top Cover D-28258	Cincinnati Mill
M	120M	Top Cover D-28258	Cincinnati Mill
F	120N	Top Cover D-28258	U. S. Hand Mill #1
F	120-O	Top Cover D-28258	Kent Owens Hand Mill
M	120P	Top Cover D-28258	Cincinnati Mill
M	120Q	Top Cover D-28258	Cincinnati Mill
F	120R	Top Cover D-28258	Kent Owens Mill #1 M - hand mill
F	51C	Top Cover D-28258	Natco Multiple Drill
F	51D	Top Cover D-28258	Leland-Gifford 6 Spd. Drill Press
F	34	Cover Plate D-28258(Top Cover)	3 Spindle Avey Drill
M	120A	Top Plate D-28263	Milwaukee M-18 Mill
M	120B	Top Plate D-28263	Cincinnati Mill
M	120C	Top Plate D-28263	Milwaukee M-18 Mill
M	120H	Top Plate D-28263	Milwaukee M-24 Mill
F	51A	Top Plate D-28263	4 Spdl. Sipp Drill
F	51B	Top Plate D-28263	Small Natco Multiple Drill Press
F	51C	Top Plate D-28263	Small Natco Multiple Drill Press
F	38A	Top Plate D-28263	3 Spdl. Leland Gifford drill press
F	38B	Top Plate D-28263	Leland Gifford Drill
M	120D	Top Plate D-28263	Cincinnati Mill
F	120E	Top Plate D-28263	Cincinnati Mill
F	120F	Top Plate D-28263	Cincinnati Mill
F	120G	Top Plate D-28263	Cincinnati Mill
M	120-I	Top Plate D-28263	Cincinnati Mill
F	193	Top Plate D-28263	#2 Avey Tapper

Dept. 314

Sex	Operation No.	Piece Name and No.	Machine
M	2	Breach Lock Cam Assem. B147583	#2 Groenard Hand Arbor Press
M	120A	Breach Lock Cam C-64319	Cincinnati Mill
M	120B	Breach Lock Cam C-64319	Cincinnati Mill
M	120C	Breach Lock Cam C-64319	Cincinnati Mill
M	120D	Breach Lock Cam C-64319	Cincinnati Mill
M	120E	Breach Lock Cam C-64319	Cincinnati Mill
M	120F	Breach Lock Cam C-64319	Cincinnati Mill
F	In with op. 51	Breach Lock Cam C-64319	Bench File and Gage
M	120A	Cartridge Stop C-77408	Cincinnati Mill
M	120B	Cartridge Stop C-77408	Cincinnati Mill
M	120C	Cartridge Stop C-77408	Sundstrand Mill #1
M	120D	Cartridge Stop C-77408	Cincinnati Mill
M	120E	Cartridge Stop C-77408	Cincinnati Mill
M	120F	Cartridge Stop C-77408	Cincinnati Mill
M	120G	Cartridge Stop C-77408	Milwaukee #1 H
M	120H	Cartridge Stop C-77408	Kent Owens Mill #1-M
M	120-I	Cartridge Stop C-77408	Kent Owens Hand Mill
M	120J	Cartridge Stop C-77408	U. S. Mill Hand
M	120K	Cartridge Stop C-77408	Cincinnati Mill
M	120L	Cartridge Stop C-77408	Cincinnati Mill
M	51A	Cartridge Stop C-77408	Leland Gifford drill press
M	51B	Cartridge Stop C-77408	Avey 4 Spd. Drill Press
M	136C	Cartridge Stop C-77408	Wade Bench Profile
M	136E	Cartridge Stop C-77408	Wade Bench Profile
F	147-51C	Cartridge Stop C-77408	Avey 4 Spindle Drill
M	165A	Cartridge Stop C-77408	Noble Westbrook Stencil (stamping or marking machine)
M	120A	Bolt D-28256	Milwaukee Duplex Mill
M	120B	Bolt D-28256	Cincinnati Mill
F	71A	Bolt D-28256	Bench File Burrs
M	120C	Bolt D-28256	Cincinnati Mill
F	71B & C Gage	Bolt D-28256	Bench Work File & Gage
M	120C	Bolt D-28256	Cincinnati Mill
M	120E	Bolt D-28256	Milwaukee Mill (Simplex)
M	120E	Bolt D-28256	Milwaukee Mill (Simplex)
M	120F	Bolt D-28256	Cincinnati - Rough Cut - 2 pcs.
F	120G	Bolt D-28256	Cincinnati - Cross cut slot in end
F	71D	Bolt D-28256	Bench File and Gage
M	71 E & F	Bolt D-28256	Bench Vise - File Burrs (hand burring)
M	136F	Bolt D-28256	Wade Bench Profile
M	136M	Bolt D-28256	Wade Bench Profile
F	71G	Bolt D-28256	Bench File & Gage
M	120-I	Bolt D-28256	Cincinnati Mill
F	71H	Bolt D-28256	Bench File & Gage
F	71-I	Bolt D-28256	File and Gage Bench
M	120H	Bolt D-28256	Cincinnati Mill
F	71J	Bolt D-28256	Bench File Burrs & Gage
M	136K	Bolt D-28256	Wade Bench Profile
F	51-I	Bolt D-28256	Avey 3 Spd. Drill Press
F	71K	Bolt D-28256	Bench File and Gage
M	51K	Bolt D-28256	Leland Gifford Single Spd. Dr. Press
M	120L	Bolt D-28256	U. S. Hand Mill
M	120M	Bolt D-28256	U. S. Hand Mill
M	120J	Bolt D-28256	Kent Owens Hand Mill #1-M
M	120A	R & L Side Plate D-28261-2	Cincinnati Mill
M	120D	R & L Side Plate D-28261-2	Cincinnati Mill
M	120F	R & L Side Plate D-28261-2	Cincinnati Mill
M	120G	R & L Side Plate D-28261-2	Cincinnati Mill
M	120H	R. Side Plate D-28261	Cincinnati Mill - Vertical
M	120-I	R. Side Plate D-28261	Cincinnati Mill
M	120J	R. Side Plate D-28261	Cincinnati Mill
M	120K	R. Side Plate D-28261	Cincinnati Mill
M	120L	R. Side Plate D-28261	Cincinnati Mill
M	120M	R. Side Plate D-28261	Cincinnati Mill
M	120N	R. Side Plate D-28261	Cincinnati Mill
M	165	R. Side Plate (only) D-28261	Martin Stencil #12 (marking machine)
M	38B	R. Side Plate D-28261	Leland Gifford Single S.
M	120H	L. Side Plate D-28262	Cincinnati Mill
M	38B	L. Side Plate D-28262	Leland Gifford Single S.
M	120H	Trunnion Block D-28264	Cincinnati Mill
M	38A	Trunnion Block D-28264	Leland-Gifford Single Sp. Dr. Press
M	120Q	Trunnion Block D-28264	Cincinnati Mill
M	51B overlap 51C	Trunnion Block D-28264	Leland Gifford Jigger Single Sp. Dr. Press

Sex	Operation No.	Piece Name and No.	Machine
M	120R	Trunnion Block D-28264	Cincinnati Mill
M	120P	Trunnion Block D-28264	Cincinnati Mill
M	190	Trunnion Block D-28264	Avey S. Tap
M	51F	Trunnion Block D-28264	Leland Gifford 3 Sp.
M	38B	Trunnion Block D-28264	Leland Gifford Countersink
M	120A	Back Plate D35276	Cincinnati Mill
M	120B	Back Plate D-35276	Milwaukee Mill H-18
M	190A	Back Plate D-35276	Avey Single Spindle Dr. Press
M	120-I	Back Plate D-35276	Cincinnati Mill
M	120J	Back Plate D-35276	Cincinnati Mill
M	51A	Back Plate D-35276	Leland-Gifford 2 Spd. Jigger Dr.
F	71A	Back Plate D-35276	Bench-File Burrs

NWLB- OHIO Bell telephone Co, I Cleveland, OH. CASE 269

Secretary of Traffic
Council

Chairman of the
Ohio State Negotiating
Committee

Lucille Wallace
750 Prospect
Room 700
Cleveland
Ohio

BEFORE THE NATIONAL WAR LABOR BOARD

Case No.__________

THE OHIO BELL TELEPHONE COMPANY
A corporation
Cleveland, Ohio

-and-

TRAFFIC COUNCIL, NORTHEAST AREA
OF OHIO, and TRAFFIC EMPLOYEES
COUNCIL, SOUTHWEST AREA of the
OHIO FEDERATION OF TELEPHONE
WORKERS, INC.

****

BRIEF OF TRAFFIC COUNCIL, NORTHEAST AREA OF OHIO, AND TRAFFIC EMPLOYEES COUNCIL, SOUTHWEST AREA OF THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.

- Case came before WLB panel Aug 26

INDEX

Introduction. 1
Parties To The Dispute. 1
Union Relations With The Company. 2
Constitutions Of The Traffic Unions 2
Number of Persons Involved. 3
Wages Paid By The Company During Years It Contracted With The Union 4
Cost Of Living Index For Principal Cities In Ohio and U.S. From January, 1939 to June 1, 1942. 11
Relation To Other Unions. 12
History of Negotiations 13
Settlement of Demands. 15
Union Refuses Company Proposal. 15
After Six Months Union Reopens The Contract 16
Demands of The Union At June, 1942 Conferences. 16
Company Refuses Union Demands 16
Transfer of Operators. 17
The Company Admits The Justice Of The Union Demands And Agrees To An Increase .19
Company's Proposal Not Satisfactory To The Union. 20
Next Proposal Of The Union. 21
United States Department of Conciliation Intervenes 22
Next Proposal Of The Union. 23
Company Representatives Refuse Further Negotiations 24
The Union Suggests Arbitration. 24
The Telephone Operator. 25
The Telephone Worker Has Not Received Her Just Share Of The Wealth That She Has Created Through Her Increased Productive Efficiency 25
Ten Year Wage Progression Schedule. 26
Labor Supply. 27
Job Requirements. 29
Job Specifications. 30
Selecting Operators 31
Job Hazards 31
Medical Testimony On Health Hazards 33
Job Comparisons 34
Telephone Company Propaganda. 35
Morale 36
Ability to Pay. 37
Sub-Standard Wage 38
Telephone Operator's Needs. 38
Issues 40

INDEX OF EXHIBITS

Exhibit 1-A Constitution of the Northeast Council. 2
Exhibit 1-B Constitution of the Southwest Council. 2
Exhibit 1 1942 Contract. 15
Exhibits 2,3,4 Telephone Ads. 25
and 5 25
Exhibits 6, 7 Telephone Booklets 25
Exhibit 8 Letter About Courtesy of Operator. 26
Exhibit 9 Selection of An Operator 31
Exhibit 10 Restraint of Operators 31
Exhibit 11 "A.T. & T., The Story Of Industrial Conquest". 35

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OHIO FEDERATION OF TELEPHONE
WORKERS, INC.

Case No.

BRIEF OF TRAFFIC COUNCIL,
NORTHEAST AREA OF OHIO, and
TRAFFIC EMPLOYEES COUNCIL,
SOUTHWEST AREA of the OHIO
FEDERATION OF TELEPHONE WORKERS,
INC.

INTRODUCTION

On August 5, 1942, Mrs. Theresa Donahey, President of the Traffic Council, Northeast Area of Ohio of the Ohio Federation of Telephone Workers, received a telegram from Theodore W. Kheel, Assistant Executive Secretary of the National War Labor Board, advising her that the dispute involving the Ohio Bell Telephone Company and the Ohio Federation of Telephone Workers had been certified to the War Labor Board, and instructed her to call off a strike and have the employees of the company return immediately to work. A similar telegram was sent to Mrs. Iva Kokensparger, President of the Traffic Employees Council, Southwest Area of the Ohio Federation of Telephone Workers.

The telegrams sent by Mr. Kheel must have been based upon erroneous information because neither group involved was on strike, but for some time previous to receiving the notice that they had been certified to the War Labor Board, they were negotiating with the Ohio Bell Telephone Company to settle through collective bargaining a controversy concerning wages.

PARTIES TO THE DISPUTE

The Ohio Bell Telephone Company is a corporation, operating telephone exchanges in practically every town, city and village of Ohio and is a subsidiary of the American Telephone and Telegraph Company.

The Traffic Councils are independent unions made up of all employees of the company who are directly connected with telephone operating, instructing and supervising, and the clerical and dining service employees who serve and work with the operating force. The personnel of said unions is entirely female.

UNION RELATIONS WITH THE COMPANY

Prior to March, 1937, the company maintained an employee plan of representation. In March, 1937, a ballot was circulated among the employees in the Traffic Department, by which the employees signified by a vote of ninety-nine percent (99%) that they desired this Union to be formed, and to represent them in collective bargaining agreements with the company. From that time the company has recognized this Union as the collective bargaining agents for the employees in the Traffic Department.

The first contract made between the company and this Union was on Nov.18, 1937, and that contract continued in force and effect until December 31, 1940.

The second contract was negotiated in may the Fall of 1940 and was for the year 1941.

The third contract and the contract which is now in force was negotiated in the Fall of 1941, and signed on December 15, 1941. This contract became effective as of January 12, 1942.

CONSTITUTIONS OF THE TRAFFIC UNIONS

Each Traffic Union has a separate constitution. The constitution of the Northeast Council is hereto attached and marked "Exhibit No. 1-A". The constitution of the Southwest Council is hereto attached and marked "Exhibit No. 1-B".

All persons working in the Traffic Department are eligible to membership in this Union except those employees in a supervisory capacity who have the authority to hire and discharge.

The initial fee is One Dollar ($1.00), and the monthly dues are One Dollar ($1.00).

Members may be reprimanded, fined, suspended or expelled from membership for violation of obligations or other misconduct detrimental to the interest of the Councils; and any member so penalized has the right to appeal to the Federation Board.

The Union membership includes eighty-five percent (85%) to ninety per cent (90%) of the personnel employed in the Traffic Department.

NUMBER OF PERSONS INVOLVED

The number of persons involved on January 1, 1941 was 4,375.

The number of persons involved on January 1, 1942 was 4,425.

The number of persons involved on June 1, 1942 was 4,971.

The telephone operators employed by the company at the present time are divided by cities as follows:

Cleveland	1,132
Akron	302
Youngstown	226
Columbus	452
Dayton	488
Toledo	341
Canton	183
Hillcrest	15
Montrose	14
Westlake	27
Wickliffe	11
East Liverpool	79
Mansfield	30
Middletown	56
Sandusky	106
Springfield	78
Steubenville	81
Zanesville	131
Alliance	34
Bedford	15
Findlay	99
Fremont	49
Kent	35
Lancaster	51
Marietta	38
Painesville	23
Salem	37
Tiffin	45
Willoughby	25
Ashtabula	29
Bellaire	25
Bridgeport	17
Ironton	30
Franklin	14
Martins Ferry	29
Miamisburg	15
Piqua	32
Toronto	11
Wellsville	11
Xenia	36
Barnsville	15
Cambridge	10
Coshocton	30
Gallipolis	14
London	15
New Lexington	13
Nelsonville	13
Ripley	13
Uhrichsville	24
St. Clairsville	14
Upper Sandusky	16
Washington C. H.	14
Winchester	5

In addition to the operators there are in the Traffic Department three hundred and fifty (350) clerks, and ninety (90) dining service employees distributed throughout the Ohio offices of the Ohio Bell System.

WAGES PAID BY THE COMPANY DURING THE YEARS IT CONTRACTED WITH THE UNION

The following schedules show the wage rates that have been paid by the company since 1937. Although the employees perform exactly the same kind of work under practically the same conditions, each group of cities has a different wage rate, and each group of workers according to the time involved has a different wage rate.

No increases were granted during the years: [illegible], 1938, 1939 and 1940. Some slight increases were granted to some employees in some cities during 1941. However, the increases which were granted to some of the workers in 1941 were started over a period of several months.

The employees with the maximum service were divided into three groups. Those with the longest employment received the increase on January 12, and those with less service received between February 12 and March 12; the employees below the maximum were still divided into three more groups, receiving their increases on April 12, May 12 and June 12, 1942. The result is a hodge podge of wage rates the like of which is not found in any industry in the United States.

The wage rates are set forth as they are paid in Cleveland and each other group of cities, and show the amount per week paid to each group of employees:

Cleveland

	1937	1938	1939	1940		1941	1942
1 to 3 mos.	$14	$14	$14	$14	1 to 3 mos.	$14	$16
4 to 6 mos.	15	15	15	15	4 to 6 mos.	15	17
7 to 9 mos.	16	16	16	16	7 to 9 mos.	16	18
10 to 12 mos.	17	17	17	17	10 to 12 mos.	17	19
13 to 24 mos.	18	18	18	18	13 to 18 mos.	18	20
25 to 36 mos.	19	19	19	19	19 to 24 mos.	19	21
37 to 48 mos.	20	20	20	20	25 to 36 mos.	20	22
49 to 66 mos.	21	21	21	21	37 to 48 mos.	21	23
67 to 84 mos.	22	22	22	22	49 to 60 mos.	22	24

Cleveland (continued)

	1937	1938	1939	1940
85 to 102 mos.	$23	$23	$23	$23
103 to 120 mos.	24	24	24	24
121 and over	25	25	25	25

	1941	1942
61 to 72 mos.	$23	$25
73 to 84 mos.	24	26
85 to 102 mos.	25	27
103 to 120 mos.	26	28
121 and over	27	29

Akron, Youngstown, Columbus, Dayton and Toledo

	1937	1938	1939	1940
1 to 3 mos.	$13	$13	$13	$13
4 to 6 mos.	14	14	14	14
7 to 9 mos.	15	15	15	15
10 to 12 mos.	16	16	16	16
13 to 24 mos.	17	17	17	17
25 to 36 mos.	18	18	18	18
37 to 48 mos.	19	19	19	19
49 to 66 mos.	20	20	20	20
67 to 84 mos.	21	21	21	21
85 to 102 mos.	22	22	22	22
103 to 120 mos.	23	23	23	23
121 and over	24	24	24	24

	1941	1942
1 to 3 mos.	$13	$15
4 to 6 mos.	14	16
7 to 9 mos.	15	17
10 to 12 mos.	16	18
13 to 18 mos.	17	19
19 to 30 mos.	18	20
31 to 42 mos.	19	21
43 to 54 mos.	20	22
55 to 66 mos.	21	23
67 to 84 mos.	22	24
85 to 102 mos.	23	25
103 to 120 mos.	24	26
121 and over	25	27

Canton

	1937	1938	1939	1940
1 to 3 mos.	$12	$12	$12	$12
4 to 6 mos.	13	13	13	13
7 to 9 mos.	14	14	14	14
10 to 12 mos.	15	15	15	15
13 to 24 mos.	16	16	16	16
25 to 36 mos.	17	17	17	17
37 to 48 mos.	18	18	18	18
49 to 66 mos.	19	19	19	19
67 to 84 mos.	20	20	20	20
85 to 102 mos.	21	21	21	21

	1941	1942
1 to 3 mos.	$12	$14
4 to 6 mos.	13	15
7 to 9 mos.	14	16
10 to 12 mos.	15	17
13 to 18 mos.	16	18
19 to 30 mos.	17	19
31 to 42 mos.	18	20
43 to 54 mos.	19	21
55 to 66 mos.	20	22
67 to 84 mos.	21	23

Canton (continued)

	1937	1938	1939	1940
103 to 120 mos.	22	22	22	22
121 and over	23	23	23	23

	1941	1942
85 to 102 mos.	22	24
103 to 120 mos.	23	25
121 and over	24	26

Wickliffe, Berea, Hillcrest, Montrose and Westlake

Mos.	1937	1938	1939	1940
1 to 3 mos.	$12	$12	$12	$12
4 to 6	13	13	13	13
7 to 12	14	14	14	14
13 to 24	15	15	15	15
25 to 36	16	16	16	16
37 to 48	17	17	17	17
49 to 66	18	18	18	18
67 to 84	19	19	19	19
85 to 102	20	20	20	20
103 to 120	21	21	21	21
121 and over	22	22	22	22

mos.	1941
1 to 3	$12
4 to 6	13
7 to 12	14
13 to 18	15
19 to 30	16
31 to 42	17
43 to 54	18
55 to 66	19
67 to 84	20
85 to 102	21
103 to 120	22
121 and over	23

Mos.	1942
1 to 3	$14
4 to 6	15
7 to 9	16
10 to 12	17
13 to 18	18
19 to 30	19
31 to 42	20
43 to 54	21
55 to 66	22
67 to 84	23
85 to 102	24
103 to 120	25
121 and over	26

Mansfield, Bedford, Painesville and Willoughby

Mos.	1937	1938	1939	1940
1 to 3	$12	$12	$12	$12
4 to 6	13	13	13	13
7 to 12	14	14	14	14
13 to 30	15	15	15	15
31 to 48	16	16	16	16
49 to 66	17	17	17	17
67 to 84	18	18	18	18
85 to 102	19	19	19	19
103 to 120	20	20	20	20
121 and over	21	21	21	21

Mos	1941	1942
1 to 3	$12	$14
4 to 6	13	15
7 to 12	14	16
13 to 24	15	17
25 to 36	16	18
37 to 48	17	19
49 to 66	18	20
67 to 84	19	21
85 to 102	20	22
103 to 120	21	23
121 and over	22	24

East Liverpool, Middletown, Springfield and Steubenville

Months	1937	1938	1939	1940
1 to 3	$12	$12	$12	$12
4 to 6	13	13	13	13
7 to 12	14	14	14	14
13 to 24	15	15	15	15
25 to 36	16	16	16	16
37 to 48	17	17	17	17
49 to 66	18	18	18	18
67 to 84	19	19	19	19
85 to 102	20	20	20	20
103 to 120	21	21	21	21
121 and over	22	22	22	22

Months	1941	1942
1 to 3	$12	$14
4 to 6	13	15
7 to 12	14	16
13 to 18	15	17
19 to 30	16	18
31 to 42	17	19
43 to 54	18	20
55 to 66	19	21
67 to 84	20	22
85 to 102	21	23
103 to 120	22	24
121 and over	23	25

Findlay, Fremont, Marietta and Tiffan

Months	1937	1938	1939*	1940
1 to 3	$11	$11	$12	$12
4 to 6	12	12	13	13
7 to 12	13	13	14	14
13 to 24	14	14	15	15
25 to 36	15	15	16	16
37 to 48	16	16	17	17
49 to 66	17	17	18	18
67 to 84	18	18	19	19
85 to 102	19	19	20	20
103 to 120	20	20	21	21
121 and over	21	21	21	21

Months	1941	1942
1 to 3	$12	$14
4 to 6	13	15
7 to 12	14	16
13 to 24	15	17
25 to 36	16	18
37 to 48	17	19
49 to 66	18	20
67 to 84	19	21
85 to 102	20	22
103 to 120	21	23
121 and over	23	24

* Minimum Wage Law Became Effective

Zanesville and Sandusky

Mos.	1937	1938	1939*	1940	1941	Mos.	1942
1 to 3	$11	$11	$12	$12	$12	1 to 3	$14
4 to 6	12	12	13	13	13	4 to 6	15
7 to 12	13	13	14	14	14	7 to 12	16
13 to 24	14	14	15	15	15	13 to 18	17
25 to 36	15	15	16	16	16	19 to 30	18
37 to 48	16	16	17	17	17	31 to 42	19
49 to 66	17	17	18	18	18	43 to 54	20
67 to 84	18	18	19	19	19	55 to 66	21
85 to 102	19	19	20	20	20	67 to 84	22
103 to 120	20	20	21	21	21	85 to 102	23
121 and over	21	21	21	21	22	103 to 120	24
						121 and over	25

* Minimum Wage Law became effective

Ashtabula, Bellaire, Bridgeport, Ironton, Martins Ferry, Piqua, Wellsville

Months	1937	1938	1939*	1940	Months	1941	Months	1942
1 to 3	$11	$11	$12	$12	1 to 6	$12	1 to 3	$14
4 to 6	12	12	13	13	7 to 12	13	4 to 6	15
7 to 12	13	13	14	14	13 to 24	14	7 to 12	16
13 to 30	14	14	15	15	25 to 36	15	13 to 24	17
31 to 48	15	15	16	16	37 to 48	16	25 to 36	18
49 to 66	16	16	17	17	49 to 66	17	37 to 48	19
67 to 84	17	17	18	18	67 to 84	18	49 to 66	20
85 to 102	18	18	19	19	85 to 102	19	67 to 84	21
103 to 120	19	19	20	20	103 to 120	20	85 to 102	22
121 and over	20	20	20	20	121 and over	21	103 to 120	23
							121 and over	24

* Minimum Wage Law became effective

Cambridge, Coshocton, Gallipolis, London, Uhrichsville, and Washington Court House

Mos.	1937	1938	1939*	1940	Mos.	1941	Mos.	1942
1 to 3	$11	$11	$12	$12	1 to 6	$12	1 to 3	$13
4 to 6	12	12			7 to 12	13	4 to 6	14
7 to 12	13	13	13	13	13 to 24	14	7 to 12	15
13 to 24	14	14	14	14	25 to 36	15	13 to 24	16
25 to 54	15	15	15	15	37 to 60	16	25 to 36	17
55 to 84	16	16	16	16	61 to 84	17	37 to 60	18
85 to 120	17	17	17	17	85 to 120	18	61 to 84	19
121 and over	18	18	18	18	121 and over	19	85 to 120	20
							121 and over	21

*Minimum Wage Law Became effective

	Alliance				Kent		Lancaster	
Mos.	1937	1938	1939*	1940	Mos.	1941	Mos.	1942
1 to 3	$11	$11	$12	$12	1 to 6	$12	1 to 3	$14
4 to 6	12	12			7 to 12	13	4 to 6	15
7 to 12	13	13	13	13	13 to 24	14	7 to 12	16
13 to 30	14	14	14	14	25 to 36	15	13 to 24	17
31 to 48	15	15	15	15	37 to 48	16	25 to 36	18
49 to 66	16	16	16	16	49 to 66	17	37 to 48	19
67 to 84	17	17	17	17	67 to 84	18	49 to 66	20
85 to 120	18	18	18	18	85 to 102	19	67 to 84	21
103 to 120	19	19	19	19	103 to 120	20	85 to 102	22
121 and over	20	20	20	20	121 and over	21	103 to 120	23
							121 and over	24

*Minimum Wage Law became effective

Franklin, Miamisburg, Toronto, and Xenia

Mos.	1937	1938 (1-6)	1939*	1940	Mos.	1941	Mos.	1942
1 to 3	$11	$11	$12	$12	1 to 6	$12	1 to 3	$13
4 to 6	12	12			7 to 12	13	4 to 6	14
		(7-12)						
7 to 12	13	13	13	13	13 to 24	14	7 to 12	15
13 to 24	14	14	14	14	25 to 36	15	13 to 24	16
25 to 54	15	15	15	15	37 to 60	16	25 to 36	17
55 to 84	16	16	16	16	61 to 84	17	37 to 48	18
85 to 120	17	17	17	17	85 to 120	18	49 to 66	19
121 and over	18	18	18	18	121 and over	19	67 to 84	20
							85 to 102	21
							103 to 120	22
							121 and over	23

*Minimum Wage Law became effective

Barnesville, Nelsonville, New Lexington, Ripley, St. Clairsville Upper Sandusky and Winchester

Mos.	1937	1938	Mos.	1939*	1940*	Mos.	1941	Mos.	1942
1 to 6	$10	$10	1 to 9	$12	$12	1 to 9	$12	1 to 3	$13
7 to 12	11	11	10 to 24	13	13	10 to 24	13	4 to 6	14
13 to 24	12	12	25 to 42	14	14	25 to 42	14	7 to 12	15
25 to 36	13	13	43 to 60	15	15	43 to 60	15	13 to 24	16
37 to 60	14	14	61 to 84	16	16	61 to 84	16	25 to 36	17
61 to 84	15	15	85 to 120	17	17	85 to 120	17	37 to 60	18
85 to 120	16	16	121 and over	17	17	121 and over	18	61 to 84	19
121 and over	17	17						85 to 120	20
								121 and over	21

*Minimum Wage Law became effective

COST OF LIVING INDEX FOR PRINCIPAL CITIES IN OHIO AND U. S. FROM JANUARY 1939 to JUNE 1, 1942

1939	Cleveland	Toledo	Akron	Dayton	Youngstown	Cincinnati	Urban Cities	United Stat.
Jan.	101.2	101.7	101.5	102.4	100.9	101.3	101.4	100.8
Feb.	101.1	101.1	101.2	101.7	99.4	100.5	100.9	100.5
Mar.	101.1	100.9	101.3	101.7	99.3	100.9	101.0	100.4
Apr.	100.9	100.2	100.7	100.9	100.1	100.2	100.6	100.2
May	100.7	100.4	100.5	100.5	100.5	100.0	100.5	100.1
June	100.8	100.2	99.9	100.2	100.4	99.8	100.3	99.8
July	100.8	100.0	100.1	100.5	100.3	100.3	100.5	100.2
Aug.	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
Sept.	101.9	102.0	102.5	102.9	102.0	101.8	102.1	101.7
Oct.	101.7	102.3	103.0	102.8	102.3	102.0	102.1	101.5
Nov.	101.3	101.9	103.2	104.5	102.0	101.8	102.0	101.3
Dec.	101.0	100.9	102.4	103.5	101.6	101.0	101.4	100.7
1940								
Jan.	101.1	100.6	102.4	104.3	101.8	101.3	101.6	100.7
Feb.	101.5	100.9	103.0	104.6	102.8	101.7	102.0	101.3
Mar.	101.1	100.3	102.2	103.7	101.9	101.3	101.5	101.0
April	102.2	101.0	102.2	104.3	102.2	100.8	102.8	101.2
May	101.1	101.1	102.9	104.3	102.5	101.3	101.7	101.4
June	101.6	101.3	103.5	104.6	102.9	101.4	102.1	101.8
July	102.4	100.6	103.8	104.2	103.1	102.1	102.5	102.0
Aug.	102.4	100.5	103.4	104.8	102.6	102.0	102.4	101.7
Sept.	102.3	101.3	104.2	105.4	103.3	102.8	102.8	102.0
Oct.	102.2	101.4	104.8	105.5	103.4	102.3	102.8	101.8
Nov.	101.8	101.7	104.8	105.8	103.6	102.3	102.7	101.8
Dec.	102.3	101.7	105.5	105.8	104.1	102.8	103.1	102.3
1941								
Jan.	102.2	101.8	105.4	106.8	104.0	103.1	103.2	102.4
Feb.	102.5	101.7	105.6	107.4	103.9	102.8	103.3	102.5
Mar.	102.8	102.1	106.0	108.0	104.4	102.9	103.8	102.7
April	103.9	102.8	107.4	108.7	105.8	103.6	104.7	103.5
May	104.0	103.9	108.3	110.4	106.6	104.0	105.3	104.0
June	106.2	106.4	110.4	113.1	108.2	105.5	107.3	105.4
July	106.5	105.7	110.3	112.6	109.5	105.2	107.3	105.8
Aug.	107.5	106.0	109.6	112.9	110.2	105.6	107.8	106.4
Sept.	108.4	107.9	110.7	114.8	111.9	106.8	109.1	108.1
Oct.	109.0	109.3	113.0	116.3	113.6	108.3	110.3	109.5
Nov.	110.6	110.6	114.3	117.2	114.0	109.0	111.6	110.6
Dec.	110.7	111.3	115.8	118.4	114.8	109.0	112.1	111.0
1942								
Jan.	112.1	112.4	117.4	*	116.8	110.8	113.0	112.5
Feb.	112.4	113.6	117.9	*	117.5	113.2	113.7	113.2
Mar.	113.9	114.6	119.4	*	118.1	112.9	114.9	114.4
April	115.1	116.9	120.1	*	119.8	114.0	116.1	115.6
May	115.1	117.5	120.0	*	119.9	114.7	116.4	115.8

*No figures available since December 1941.

Increase From Jan. 1941 to June 1942	12.9	15.7	14.6	# 11.6	15.9	11.6	13.2	13.4

Avg. for Ohio 13.8

Increase from January 1941 to January 1942

Although Cincinnati proper is not covered by the Union, some districts are near enough to be effected by the prices and cost of living there.

The above tables were compiled by the Bureau of Business Research, Ohio State University from indices computed by the National Industrial Conference Board.

RELATION TO OTHER UNIONS

The Ohio Federation of Telephone Workers, Inc. is made up of four independent unions, which are called councils. They are (1) The Commercial Council; (2) The Plant Council; (3) The Traffic Council, Northeast Area of Ohio; and (4) The Traffic Employees Council, Southwest Area of Ohio.

(1) The Commercial Council is composed of business office, accounting department and directory department employees.

(2) The Plant Council is composed of installers, repairmen, central office men, construction and maintenance men, engineering department employees, office employees and clerical employees whose work is related to the Plant Department.

Both Councils include men and women employees in their membership.

(3) The Traffic Council, Northeast Area, of which Mrs. Theresa Donahey is President, has jurisdiction over the northeastern part of Ohio. The principal cities therein are Cleveland, Akron, Canton, Youngstown, Painesville, and Ashtabula.

(4) The Traffic Employees Council, Southwest Area, of which Mrs. Iva Kokensparger is President, has jurisdiction over the remainder of the State of Ohio. The principal cities in said area are Columbus, Dayton, Toledo, Springfield, Steubenville, Sandusky, Findlay and Zanesville.

Although all these councils are affiliated with the Ohio Federation of Telephone Workers, each council acts independently of the other and carries on independent bargaining with the Ohio Bell Telephone Company, with this exception, that the Traffic Councils of the Northeast Area and the Southwest Area join together for the purpose of collective bargaining.

The method that they have adopted is that each Traffic Council appoints a negotiating committee and the two negotiating committees combine and act as one committee in negotiating a collective bargaining agreement for the entire State of Ohio.

The Unions herein referred to are an outgrowth of organizations set up by the company which became independent as a result of the passage of the National Labor Relations Act.

HISTORY OF NEGOTIATIONS

The parties had negotiated a contract which by its terms expired Jan. 11, 1942. Prior to the expiration date the parties met for the purpose of negotiating a new contract for the year 1942, and meetings were held during November and December, 1941. The Union presented the following demands:

1. General increase of five dollars ($5.00) for all traffic employees, including operating, clerical and dining service employees;

2. The company has established a system of clerical classifications and has set rates of pay for each classification, and insisted that the union accept the classifications. This was done without consultation with the Union, and the Union demanded that these interdepartmental classifications be made the subject of a joint study;

3. The company likewise had classified the towns of Ohio into eight (8) different groups, paying a different wage scale to each town group. Each town group was known as a schedule. The grouping of towns has been in existence for a number of years. The following was the way the towns were grouped.

Schedule #1

Cleveland

Schedule #2

Akron
Youngstown
Columbus
Dayton
Toledo

Schedule #3

Canton

Schedule #4

Berea
Hillcrest
Montrose
Westlake
Wickliffe
East Liverpool
Middletown
Springfield
Steubenville

Schedule #5

Bedford
Chagrin Falls
Findlay
Fremont
Marietta
Mansfield
Painesville
Sandusky
Tiffin
Willoughby
Zanesville

Schedule #6

Alliance
Ashtabula
Kent
Salem
Bellaire
Bridgeport
Ironton
Lancaster
Martins Ferry
Piqua
Wellsville

Schedule #7

Cambridge
Coshocton
Franklin
Gallipolis
London
Miamisburg
Toronto
Uhrichsville
Washington C.H.
Westerville
Xenia

Schedule #8

East Palestine
Columbiana
Barnsville
Nelsonville
New Lexington
Ripley
St. Clairsville
Upper Sandusky
Winchester

The Union demanded that these eight schedules be reduced to four as follows:

Schedule #1

Cleveland
Berea
Hillcrest
Montrose (Maple Hts.)
West Lake (Bay Village)
Wickliffe
Bedford
Painesville
Chagrin Falls
Willoughby
Ashtabula

Schedule #2

Akron
Canton
Youngstown
Columbus
Toledo
Dayton
Steubenville
East Liverpool
Middletown
Springfield
Sandusky
Kent
Mansfield
Alliance
Salem
Niles
Ravenna

Schedule #3

Findlay
Fremont
Lancaster
Tiffin
Zanesville
Marietta

Schedule #4

Bellvue
Bridgeport
Ironton
Martins Ferry
Piqua
Wellsville
Cambridge
Coshocton
Franklin
Gallipolis
London
Miamisburg
Toronto
Uhrichsville
Washington C.H.
Xenia
Barnesville
Nelsonville
New Lexington
Ripley
St. Clairsville
Upper Sandusky
Winchester

4. The Union demanded an increase for night operators.

5. For the purpose of establishing loyalty to the company and to break down a tendency to unionization, the company has established a progression schedule of pay, by which the employees wages are progressively increased. This company policy is illustrated by the following example:

Wage Schedule for Traffic Operators:

Wage Schedule Service (Inclusive)	Rate Per Week
1 to 6 months	$12.00
7 " 12 months	$13.00
13 " 24 months	$14.00
25 " 36 months	$15.00
37 " 60 months	$16.00
61 " 84 months	$17.00
85 " 120 months	$18.00
121 months and over	$19.00

By this method the employee has to work ten years before receiving the maximum pay. The Union demanded that the ten year progression schedule be reduced to five years, so that the employee would receive the maximum pay in that period of time.

6. Shortening of the work night from nine hours to eight hours.

7. The Union demanded a Union Shop.

SETTLEMENT OF THE ABOVE DEMANDS

Meetings were held over a period of two months but no satisfactory progress was made on Items 2, 5, 6 and 8. The town groups were reduced from eight to seven, and the only increase granted to the night workers was fifty cents per week to those whose tours of duty ended after ten o'clock p. m. The company, to the Union's demand of five dollars ($5.00) increase per week made a proposal of Two Dollars ($2.00).

UNION REFUSES COMPANY PROPOSAL

The proposal to increase the weekly rates by two dollars ($2.00) a week instead of Five dollars ($5.00) as demanded by the Union was entirely unsatisfactory, and the Union prepared to strike in order to get what they considered a satisfactory settlement. Strike votes were taken in all local meetings prior to December 5, 1941, and the officers of the Traffic Councils were empowered to call the strike.

The attack by the Japanese at Pearl Harbor on December 7, 1941, and the declaration of War caused the Union to call off the strike, and to reluctantly accept the two dollar ($2.00) offer; but the Union accepted this compromise only after they extracted from the company an agreement that the company would negotiate for further increases in the wage rate within a period of six months. For the first time in the history of bargaining with this company, the six-month clause was included in this contract, and there was a general understanding among the Traffic membership that at the end of that period they would receive an increase in wages.

The contract became effective January 15, 1942, and with the exception as above noted it was to continue in force and effect for a period of a year. A copy of the contract is attached hereto and marked "Exhibit No. 1".

AFTER SIX MONTHS UNION REOPENS THE CONTRACT

In accordance with the provisions of Article V, Section 2 of the contract herein referred to as Exhibit No. 1, the negotiating committees selected by the two Traffic Councils sent written notification to the company of their desire to reopen the contract, and on June 1, 1942, the Traffic Councils committee met with the representatives of the company. The Union was represented by the following persons:

For the Northeast Traffic Council:

Theresa Donahey	President
Lena Laurence	Vice President
Lucille Wallace	Secretary
Adele Gelzinis	Treasurer

-and-

For the Southwest Traffic Employees Council:

Iva Kokenspargor	President
Stella Daniels	Vice President
Jeannette Reedy	Secretary

and

Mary Pryor (Acting for Grace Laessle, Treasurer)

Stella Daniels, Chairman for Southwest Area Committee
Lucille Wallace, Chairman for Northeast Area Committee and General Chairman of the Joint Negotiating Committee.

The following acted for the Company:

Walter Malloy	General Traffic Mgr., Southwest Area
Wm. P. Dickerson	General Traffic Mgr., Northeast Area
Edw. H. Pritchard	General Traffic Employees Supr., S.W. Area
Wm. V. Briceland	General Traffic Employees Supr., N.E. Area

DEMANDS OF THE UNION AT JUNE, 1942 CONFERENCE

1. An increase of three dollars ($3.00) for all operating, clerical and dining service employees in the Traffic Department.
2. An increase for evening and night work.
3. Reclassification of towns from seven groups to a smaller number.
4. Reclassification of the clerical workers.

COMPANY REFUSES UNION DEMANDS

Meetings were held with the company between June 1 and June 16, 1942. But the only answer that the company made to the demands of the Union was that "Nothing has changed the picture since the last negotiations." And after futile efforts to arrive at an agreement, the committees recessed.

At the conclusion of the June meetings the Union committee made a further study of their wage problem and determined that the proposal for a three dollar ($3.00) wage increase was inadequate. They found that it should be an increase of five dollars ($5.00) per week for all operating, clerical and dining service employees.

The Union further determined that there should be wage adjustments made in localities to which the company was sending transferees. In order that the Board understand the transfer problem, we deal with it separately in the next paragraph.

TRANSFER OF OPERATORS

During the June meetings, a situation arose which had a disturbing effect upon the telephone operators, especially in Dayton, Ohio.

Due to the fact that various industries in Ohio were paying higher wages than the Telephone Company there was a constant turnover of employees, especially among the lowest paid group. The company then adopted a system of transferring employees from one city to another, paying these transferred employees fifteen dollars ($15.00) to nineteen dollars ($19.00), in addition to the established rate.

Dayton, Ohio is a vital defense area and because of the emphasis of the war on manufacturing and the air fields located there, there is a great demand for female help. Consequently many of the telephone operators left their positions and became employed by the war industries which paid a much higher rate.

The Telephone Company began transferring operators from different parts of the state of Ohio into the Dayton area; and while the regular established rate of pay in Dayton is from fifteen dollars ($15.00) to Twenty-seven dollars $27.00), according to the number of years employed, the telephone company paid to these transferred operators from twenty-nine dollars ($29.00) to forty-six dollars ($46.00). This has created a great disturbance among the Dayton telephone operators and they have been insisting on a wage adjustment.

In order to settle the inequalities at Dayton, Ohio, a special meeting was called by the Union with the Management on July 13, 1942. When the problem was presented to the Management representatives they brushed it aside, saying that the transfer and the paying of extra rates to transferees was no concern of the Union and the company would handle the problem as they saw fit. As a result, the dissatisfaction still exists and grows in volume each day. It is the opinion of the Union that the Company has undertaken the transfer of employees to defense areas as a means to combat wage increases. The data presented by both the company and the Union shows, without a doubt, that there is not a scarcity of desirable workers in those localities, yet the company is unable to keep enough employees in the service to handle the business.

The necessity of transferees has arisen because of the low wage paid in the telephone industry. Local workers are attracted into the employment but soon quit because of this wage and the long progression schedule to which they are subjected. Outside industries in these defense areas have drawn the experienced employees, also, from the telephone business. Figures show that in some months the force loss has been thirty percent (30%) to fifty percent (50%) of those hired.

The fact that the company has offered living expenses, less four dollars ($4.00), in addition to the prevailing wage in those places is an open admission that the rate paid there is not sufficient to meet the requirements of the employee. If this wage was proper there would be no need for the wholesale transportation of employees from one area to another. It is not likely that the Company will find it necessary to increase wages as long as they are permitted to transport labor to where it is needed.

The wages in other industries so far surpass that paid by the Ohio Bell Telephone Company that the operators are leaving this vital job to seek an occupation with more money. To further combat a needed wage increase, many considerations not accorded the local worker, were granted to entice people to go to the defense areas, i. e. - board and lodging, one telephone call each week, one return trip home each month, dry cleaning and laundry. All this, less four dollars is paid by the Company for each person. It is the firm contention of the Union that if the money spent in this manner would be applied to the wage rate, enough local workers could be secured to eliminate the need for transferees.

What the dissatisfied employees in the defense area will do depends very largely upon the solution that this Mediation Board shall come to.

THE COMPANY ADMITS THE JUSTICE OF THE UNION DEMANDS AND AGREES TO AN INCREASE

On Thursday, July 23, 1942, negotiations were resumed and after discussion and presentation of data by the Union, the Company representatives admitted that they were convinced that the Union should receive an increase in pay, but stated that they could not determine what increase they would offer until they made a further study and conferred privately.

The committees adjourned and met the next day, July 24, at which time the Union sought an answer on all their proposals.

On Saturday, July 25, the representatives of the company made a proposal to the Union to grant increases in pay which amounted to approximately six hunded and fifty thousand dollars ($650,000.00). The proposal made by the company was as follows:

Item #1

A. A $2.00 increase in all cities on all steps except Cleveland where $1.00 instead of $2.00 will be in effect.

B. New schedule for Dayton, with a starting rate of $19.00, Maximum $29.00 (Temporary arrangement only)

C. A $3.00 increase on all steps of the schedule in the following exchanges:

Hillcrest
Montrose
Westlake
Wickliffe
Bedford
Painesville
Willoughby
(In each case moved up to next schedule)

Item #2

Starting rate in the 1st year of progression:
Schedules 1 to 4 inclusive (except Dayton) increased $1.00 except Cleveland where the starting rate will be $2.00 and join the schedule at the 13th month.
Schedules 5, 6 and 7 remain as is.

Item #3

Evening and Night differentials

(a) Cities in schedules, 1 to 3 inclusive
Tours after 9:00 P. M. from $2.00 to $2.50
Short hours " 1.50 to $2.50
All night tours " 3.00 to 3.50

(b) Cities in Schedule 4 only
After 9:00 P. M. from $1.50 to $2.00
Short hours " 1.50 to 2.00
All night " 2.00 to 2.50

Dayton	
Start	$19.00
4th month	20.00
7th month	21.00
13th month	22.00
25th month	23.00
37th month	24.00
49th month	25.00
67th month	26.00
85th month	27.00
103rd month	28.00
121st month	29.00

The same wage consideration was offered the clerical employees with the understanding that the joint study for the purpose of regrouping be taken care of at an early date.

Dining Service
Class 2 and Canton, taking in Columbus, Youngstown, Dayton, Toledo.

1 to 6 months	$ 16.00)	
7 to 12 months	17.00)	Junior matrons
13 months and over	18.00)	

Matrons $19.00 provided she has twenty-four months of service, six months later $20.00.

Cooks
$21.00 if she has thirty-six months of service.

After 6 months	$22.00
" 12 months	23.00

or at the end of fifty-four months a $23.00 maximum or a $1.00 increase at the present top.
Cleveland $1.00 higher in all steps as quoted above.

COMPANY'S PROPOSAL NOT SATISFACTORY TO THE UNION

The proposal was very unsatisfactory to the Union because a great part of the total money granted was to increase the starting rate and was to be expended on employees who were just starting to work for the company or who might be employed as beginners. Because of the labor shortage the company was forced to raise the starting rate above that established in the Union contract. The Union viewed this as a subterfuge and an attempt by the company to place the money where it would do the company the most good.

While the Union does not object to the Company, because of necessity, increasing the starting rate, it could not be concerned with the wage rate of people for whom it is not bargaining. Very little consideration, if any, was given to the experienced people who had the required skill for the positions they occupied. No attempt was made to equalize the wage rates of employees in defense areas who were working along side transferred employees and who were receiving a wage rate greatly in excess of the local operators.

The portion of the amount offered, when it was analyzed by the Union, and the amount that could be applied to the regular long time employees was inadequate. This failure of the company to give an increase to regular employees was in spite of the fact that it was admitted on the part of the company committee that the Union was entitled to a raise.

The membership, because of the declaration of War, having foregone their right to strike in December, 1941, were greatly incensed at the unfair offer of the Ohio Bell Telephone Company, and would have gone immediately on strike if the officers of this Union had made the request; but because of the effect of a telephone strike, the officers did not resort to the extreme measure to gain justice, but continued to negotiate with the company.

NEXT PROPOSAL OF THE UNION

On Thursday, July 30, 1942, the Union presented the Management committee with the following proposal:

Item #1 - The town classification for all traffic employees, including operating, clerical, and dining service employees to be as follows, with the existing supervisor and clerical grades to be increased accordingly:

Schedule #1

Akron
Canton
Cleveland
Columbus
Dayton
Toledo
Youngstown
$34.00 top

Schedule #2

Bedford
East Liverpool
Hillcrest
Kent
Mansfield
Middletown
Montrose
Painesville
Sandusky
Springfield
Steubenville
Westlake
Willoughby
Zanesville
Wickliffe
$32.00 top

Schedule #3

Alliance
Ashtabula
Findlay
Fremont
Lancaster
Marietta
Piqua
Salem
Tiffin
$29.00 top

Schedule #4

Barnesville
Bellaire
Bridgeport
Cambridge
Coshocton
Franklin
Gallipolis
Ironton
London
Miamisburg
Martins Ferry
Nelsonville
New Lexington
Ripley
St. Clairsville
Toronto
Uhrichsville
Upper Sandusky
Washington C. H.
Wellsville
Winchester
Xenia
$26.00 top

Item #2

An increase in the evening and night differential

On tours ending after 7:00 and up to 8:00 p.m. - an increase of $1.00

On tours ending after 8:00 and up to 9:00 p.m. - an increase of $1.00

On tours ending after 9:00 p.m. - an increase of $2.00

Late evening ending after 10:00 p.m. - an increase of $2.00

Night differentials an increase of $2.00

Item #3 An adjustment in the entire clerical set-up.

Item #4 A provision in the contract to cover wage adjustments in localities where transferees are needed.

Item #5 Maintenance of membership.

Item #6 The adjustment to be retroactive to July 12, 1942.

Item #7 In view of the fact that the Company does see the advantage of a flexible schedule for a three year period and has asked for it, the Union requests a three year progression for all employees, having felt all along that the ten year progression is not only unfair but ridiculous.

Item #8

All the night tours to be of eight hour duration instead of the present nine.

No progress was made on this proposal and the meetings ended in a deadlock.

UNITED STATES DEPARTMENT OF CONCILIATION INTERVENES

On Friday, July 31, 1942, a call was received from the Cleveland Bureau of the United States Department of Conciliation, advising the negotiating committee of the Union that the Department of Labor had requested the Cleveland Bureau to intervene and as a result a meeting was arranged whereby the two Presidents of the respective councils met with Mr. Andrew Meyers of the United States Department of Conciliation. Following that meeting, the entire union negotiating committee met with the Conciliator on Tuesday, August 4. Mr. Meyers informed the Union committee that he had arranged a joint meeting with the Management for Wednesday, August 5, at 9:30 a.m. at the Hollenden Hotel.

At the same time that this Union was negotiating, the Plant Council was also negotiating with the company for a wage contract. Unknown to this union the negotiations between the company and that council broke off on Tuesday, August 4, and the Plant Council decided to strike sometime Tuesday evening. There was no official notice given to the Traffic councils by the Plant Council of this intention to strike.

The Union negotiating committee as per arrangement with Mr. Meyers, met at the Hollenden Hotel at 9:30 a.m. At the time this session commenced the Plant Council had gone on strike and was picketing some of the telephone buildings in the northeast area. It is important to note that while the Traffic Councils are organized throughout the State of Ohio, that the Plant Council that conducted the strike was organized only in the Northeast Area, and the strike was confined entirely to the northeastern area. There was no disturbance in the Southwest Area.

As we have stated in our telegram to the Board, tremendous pressure was put on the officers of the Traffic Councils to call a strike of the Telephone operators all over Ohio; but the officers, realizing their obligations and considering that they were in conference with the United States Conciliator and also knowing that a strike would have a paralyzing effect on all communications, not only in Ohio but in other parts of the United States, that would cripple the war effort, refused to call a strike.

Because of the history of unsatisfactory negotiations with this company the membership was disgruntled and saw in the strike of the Plant men an opportunity to force their issue with the company. The situation was further complicated because operators in some parts of the northeastern area were refusing to cross the picket line.

While the disturbance due to strike was manifesting itself in various ways throughout the northeastern area of Ohio, the committee continued to cooperate with the United States Conciliator and waited for the Management committee until almost 12:00 o'clock when they were notified that the Management committee because of the strike disturbance could not meet with them until later in the afternoon.

NEXT PROPOSAL OF THE UNION

On the afternoon of August 5, while the Plant strike was in progress, the negotiating committee again met with the representatives of the company. The entire negotiating committee as hereinbefore set forth was present, and the company was represented by Mr. John A. Green, Vice-President and General Manager of the northeastern area, and Mr. Ralph Marburger, Vice-President and General Manager of the southwestern area; Mr. W. V. Bricoland, General Traffic Employment Supervisor, Northeast Area; Mr. Edward H. Pritchard, General Traffic Employment Supervisor of the Southwest Area.

The company claimed that a five dollar ($5.00) increase in the weekly rate, coupled with the other demands for reclassification would mean an annual increase in the Traffic payroll of two million, five hundred thousand dollars ($2,500,000.00). The representatives of the company stated that they would not recommend such an increase.

The Union committee then revised its proposal and dropped all demands for reclassification and asked for a flat increase of five dollars ($5.00) per week to all employees. By waiving all other demands and seeking a flat five dollar ($5.00) increase, the payroll increase sought by the Union was reduced from two million, five hundred thousand dollars ($2,500,000.00) to one million, three hundred thousand dollars ($1,300,000.00), and the Union requested the Management committee to negotiate between the two figures--the six hundred and fifty thousand dollars ($650,000.00) proposed by the company, and the one million, three hundred thousand dollars ($1,300,000.00) proposed by the Union.

COMPANY REPRESENTATIVES REFUSE FURTHER NEGOTIATIONS

The company representatives at this point refused to do any further negotiating, claiming that they had been informed that the case had been referred to the War Labor Board, and inasmuch as that had happened the War Labor Board should decide the controversy.

The Union committee at this time had no definite information that their controversy had been certified to the War Labor Board, and it was not until the evening of August 5, that they received a telegram that we have referred to at the beginning of the Brief ordering them to remove their picket lines. The Union replied to that telegram both by telegram and telephone conversation with Assistant Secretary Kheel to the effect that there was no traffic strike and no traffic union picket lines.

THE UNION SUGGESTS ARBITRATION

The Union was advised to continue negotiations and on the next morning, August 6, 1942, Mrs. Stella Daniels, Chairman of the negotiating committee for the Southwest Area, and Mrs. Lucille Wallace, Chairman for the Northeast Area, together with their attorney met with Mr. Green and Mr. Marburger, and suggested that the wage question be submitted to arbitration, and that an arbitrator appointed by either Dr. Steelman of the Labor Department or Chairman Davis of the War Labor Board be accepted.

To this suggestion, the company replied that inasmuch as the differences between the company and the Union had been definitely certified to the War Labor Board, they would do nothing in regard to further negotiations. The Union did not have definite information that their case had been certified until they conversed by telephone with Mr. S. Wallens on Friday, August 7, about 4:00 p.m.

THE TELEPHONE OPERATOR

The telephone operator to the public is nothing but a voice. The conditions under which she works, the responsibilities that she undertakes, the pay she receives, has been successfully screened from the public by this gigantic and powerful corporation. The telephone operator is described by Eleanora Dayton Surry, Long Distance Operator, of Washington, D.C., in a poem that has attracted wide attention and has been used by the telephone company in full page ads in the leading magazines of the United States:

"We Are The Unseen

"We are the unseen, ever watchful, never sleeping,
Binding the atoms together.
  Not ours the glory nor applause,
We wear no uniform and yet are part of our
  land's destiny,
Guarding her secrets well.
We are the unseen, loyal, true to an ideal,
  One God, one country, one flag:
We want no praise, knowing, out there,
Men have shed their blood that we might live...
With others soon to follow them.
  Our reward shall be, one day, with the touch
   of magic at our finger-tips
To send across the quivering wires
  One far-flung cry -- 'Ours is the Victory!'"

While millions of dollars are spent by this company in building up good will through advertising, public relations, memberships and clubs, in bar associations, civic organizations throughout the United States, and on the radio, little is known of the employees, "the unseen" who have in great part made this company the successful venture that it is; and it was admitted by the committee that met with the Union on July 23, that the operators were entitled to an increase. (See ads attached and marked "Exhibits Nos. 2, 3, 4 and 5", and company booklet entitled "Your Job and Your Company" and "Our Part In The War" marked "Exhibits 6 and 7".

THE TELEPHONE WORKER HAS NOT RECEIVED HER JUST SHARE OF THE WEALTH THAT SHE HAS CREATED THROUGH HER INCREASED PRODUCTIVE EFFICIENCY

The telephone worker has made it possible for this corporation to be one of the richest in the world, therefore she has a right to a fair share of the Company's earnings.

Year in and year out the introduction of technological changes have assisted telephone operators in raising production, to such an extent that each of the wage increases of the last five years have been more than absorbed in rising woman hour output.

The telephone industry used technology during the last decade to care for a visualized lack of woman power to handle the stupendous growth in telephone business - quoting Mr. Randolph Eide, President of The Ohio Bell Telephone Company, "The Company produced more local and long distance calls than ever before."

Capacity operations gave the telephone industry in Ohio a gain for the last ten months of 1941 of ninety-five thousand (95,000) telephones, nearly forty percent (40%) higher than in any previous year and the subsequent local and long distance calls load was again increased. Consequently the telephone industry is benefiting from increased productive efficiency for two reasons. First, efficiency is rising as a result of increased hourly output, and; Second, it is rising as a result of capacity operations.

The operator, with the advent of the dial system became a highly specialized customer's assistant, meriting more money which she has not received in proportion to her productive efficiency.

The telephone worker has a right to share proportionately with the stockholder, who invests his money at a risk for profits and who has received throughout the depression and up to date a nine percent (9%) dividend on his investment.

The telephone worker has a right to a livable wage and should not have to depend on other members of her family contributing to her support.

The telephone worker, as does any other worker, has a right to a just share of the wealth they create with their hands and their brains.

The endurance on the job as demonstrated by the constant courteous and efficient service under the most trying conditions is worthy of monetary recognition.

The telephone worker is not seeking to establish any special privilege or exact any new profit out of the War program, but wishes to receive a just wage for the skill expended in her work. See letter attached and marked "Exhibit 8".

TEN YEAR WAGE PROGRESSION SCHEDULE

As we have heretofore stated, the ten year wage progression schedule, which was established many years ago by the Ohio Bell Telephone Company, had for its underlying purpose the development of paternalism, and the destruction of any tendency workers might have to organise.

The change that has taken place in the last five or six years in the economic thinking of the telephone operators has outmoded this wage method. The Traffic employees are definitely of the opinion that they should be paid the maximum rate of pay when the skill for handling the job has been acquired.

Although the Company has stated the job requirements can be learned and the operator is at the peak of her production in two years, yet it is necessary for her to wait an additional eight years before paid the maximum for her skill.

Since the operator does reach her peak of production in two years, an additional eight years are used to "season" the employee in Bell policies and practices.

In outside industry where in many instances skill is also a requisite, the worker receives as soon as the apprenticeship period is completed, the wage rate as specified for that particular job.

Just because the ten year progression schedule has been followed for years does not prove it is justifiable.

Each time an increase is negotiated for the Traffic Department, concerte effort has been made to reduce the schedules.

Since this practice is followed throughout the Bell System, the Ohio Bell Telephone Company, although much pressure has been put on this particular item, refuses to change the tradition.

Increases in the early stages of the schedules are very rapid. This is done to hold the newer employees. Now, with conditions changing so rapidly it is very evident that a revision will be necessary in order to keep employees. Many coming into the industry, when learning about the ten year waiting period before reaching their maximum, do not remain but look elsewhere for employment.

In checking, the ten year wage progression for skilled workers is found almost exclusively in the A.T. & T. system.

LABOR SUPPLY

It is a well-known fact that when work is scarce, labor is cheap. Now that there is a very definite labor shortage among women workers, the fact that the members of this Union are remaining on the job and carrying out the important work of the communications system is a reason for an increase in wages.

Today the country is faced with the most stringent labor market in the annals of its history.

During the past several years the Telephone Company has contended they have and always will be able to attract people into the industry - the "home girl" as an employee has always been stressed. Why? Because a girl not living with her parents would be unable to support herself on what she earns.

The claim that the Telephone Company had been able to attract sufficient employees is refuted by the fact that it now is transporting employees from one area to another. Especially is it true in the Dayton situation. Not being able to secure enough workers, as an inducement expenses (with the exception of four dollars) are being paid.

Mr. Edward L. Keenan, regional director head of the Federal job agency, asked that employers hire local workers, dispite the fact that they were no longer the cream of the crop, to avoid migrant difficulties later, such as housing and transportation bottlenecks and relief crisis after the War.

Statistics very definitely present a different picture today. Those being hired are not remaining with the Company. The reason for this is, the rate of pay being so low they are leaving and securing employment in other industries where they are able to earn a livable wage in just a very few months.

B. C. Seiple, U.S.E.S. Manager of Cleveland says that "We are now scraping the bottom of the able-bodied barrel" to meet the latest demands of employers for labor.

It is vitally important to the Telephone Company to retain all who are brought into the service because government figures point to a labor shortage in all industries in Ohio.

The Director General of the O. P. M. recently made the statement that we now have five million people employed directly in war production and that it will be necessary during 1942 to treble that force. That means that a total of fifteen million people will be working in the war industries by the end of 1942.

The demand for Akron alone in one year for defense industries will be twenty-seven thousand, seven hunded and eighty-three (27,783). The known supply is six thousand (6,000). One plant of the Goodyear will need eighteen thousand (18,000) women workers in the next six months. In order to supply the demand it will be necessary to make a house to house canvass, keeping in mind the President's Executive order, there shall be no discrimination against races.

(Figures supplied by the Man-Power Board of Cleveland).

Dayton will be in one of the tightest labor markets within the next three or four months.

In a recent conference July 14, 1942, statistics secured from the Man-power Board and the Labor Supply Committee point out the following:

That approximately one hundred and fifty thousand (150,000) workers will be needed in war industries throughout Ohio before January, 1943.

The cities where the labor shortage will be most critical are:

Akron	Cleveland	Lima	Sidney
Canton	Dayton	Marion	

Throughout Ohio, Kentucky and Michigan approximately five hundred thousand workers will be needed within the next six months.

JOB REQUIREMENTS

The requirements to be an efficient telephone operator are many and varied, necessitating employees of high intelligence and great physical endurance. They are listed below and have a direct bearing on the wage to which the operator is entitled:

1. Training on the job.
2. Apprenticeship period of approximately two years before full degree of proficiency is attained.
3. Endurance.
4. Constant public contact to produce good public relations.
5. Must represent the Company in millions of public transactions yearly.
6. Understand Company policies to make satisfactory public contacts.
7. High degree of productivity must be maintained twenty-four hours per day.
8. Sacrifice of social life to meet those job requirements.
9. Ability to withstand public abuse.
10. High standard of quality always expected regardless of rush.
11. Good workmanship must not suffer for the sake of quality. (Personal sacrifices due to twenty-four hour coverage).
12. Speed-up system to accomplish more output.
13. New workers pressed for quick results.

14. Under pressure to get quality.

15. No "Non-Productive" time. Special senses constantly on the alert. Pressure for production causes a war of nerves.

16. Team work - A prime necessity to get job done.

JOB SPECIFICATIONS

Coupled with the physical and mental requirements as listed under the preceding heading, an operator, in order to hold her job and give efficient service, must meet the following specifications:-

1. Education.
2. Dexterity and diversified flexibility.
3. Keenness and alertness.
4. Personality, tact, and aggressiveness.
5. Intelligence.
6. Initiative and ability to follow.
7. Personal attractiveness. Compliance with standard set.
8. Character.
9. Reputation.
10. Excellent health.
11. Good eyesight very important.
12. Congenial.
13. Ingenuity - Resourcefulness.
14. Judgment and foresight.
15. Teamwork - attitude important.
16. Tactful conduct.
17. Manner and Trainability.
18. Good hearing very important.
19. Good physical stature. Strength and Endurance.
20. Steady, deliberate characteristics. Patient.
21. Clear, pleasing and distinct telephone voice.

SELECTING OPERATORS

To further illustrate the type of person who is represented by this Brief, we attach and mark "Exhibit No. 9" excerpts from an analysis of Mayme Workman, Traffic Supervisor, The Illinois Telephone Association, on the subject of the selection of operators, and as "Exhibit No. 10" a statement on SELF-RESTRAINT by Miss Anne Barnes, Traveling Chief Operator, Iowa Independent Telephone Association, Des Moines, Iowa.

JOB HAZARDS

Little do people realize the tremendous job hazards that are connected with the work of telephone operation. In order that the Board understand the hazards of our work we list them as follows:

1. The "lighting" in the Operating Rooms has never been considered satisfactory and is constantly in the course of experimentation. The condition varies according to the size of office. Some of the smaller offices have very poor lighting conditions.

2. The "Ventilation" condition has also been a continuous problem, and with the various haphazard systems used, it has always been either heavy or odorous, damp and chilly or very drafty, with electric fans blowing on the backs of heads of the operators in the summer, and the various types of heating systems in the winter. Because of the natural set-up of switchboards covering all windows, when any windows are opened up behind these boards it naturally results in drafts, and resultant colds.

3. The switchboards are placed very close together and the chairs high from the floor necessitating the use of an iron foot-rest. These combined conditions result in the workers being constantly cramped for space and forced to sit in a round-shouldered position. The company has been requested at various time to remove these bars, and lower the positions so that the foot may be placed on the floor in a normal manner, with some of the discomfort removed.

4. Operators sit in this cramped position during the entire period of their work, subject only to a fifteen minute relief period during a session.

   Information and Intercepting Operators in addition to these other cramped situations have to wield large and heavy directories and intercepting books all day long.

5. The Operators are required to stretch considerable distances, both right and left, to set up calls in multiple jacks. They must in all jobs be color perfect, to distinguish and to understand the multi-colored switchboard markings, indicators and articles of equipment, also to distinguish between the various colored lamp caps indicating certain groups of trunks.

   In order to post delays they must pull down and replace heavy bulletin boards.

The night force must tally, sort, time, date and bundle the previous day's call tickets, read registers and peg counts, and do all the clerical work connected with these counts, and at the same time handle the ever-increasing late evening and night load of traffic.

6. Eye trouble is a common complaint because of the type of lighting equipment, and the close application to writing and coding tickets; reading the fine type in directories, the route and rate books; and facing the constant flicker of thousands of lights, both from incoming lines and the many out-going trunk lines.

7. Because of the difficulty in ventilation and the constant use of vocal chords there are many cases of throat irritations, sinus trouble, rheumatism and stubborn arthritis found among the workers.

8. Acoustic shocks are a common occurrence among the workers. While serious damage does not frequently occur, the dialing of customers in the operator's ear, the heavy vibration of coins deposited in pay telephones, and the ringing on circuits and trunks, has resulted in an almost constant nervous re-action on the operators, due to shock.

9. The continuous wearing of headsets with the wire headband pressing on the skull, and the earphones on the ears, results in many cases of headaches and sore ears. In addition numerous cases of hard of hearing have been found, and even permanent indentations of the bony area around the ear.

10. The small steel screws holding the glass bulletin boards on the positions are a constant source of frequent burning, shocks to elbows and arms of operators.

11. In addition to the noises in the ears from the acoustics, the room noises are a constant nerve-wracking irritation, what with most exchanges facing busy thoroughfares and the trucks, busses, and streetcars in constant parade, interrupting the operators constantly.

12. The operator, in addition to all these other interruptions, is always subject to constant alertness and over-lapping by having signals pointed out to her by the supervisor, assistant chief operator and others. Never a relaxed moment, but always under nervous pressure.

The service is very exacting so far as it affects the eyes and through the eyes the general system. The faculties are kept constantly on the alert; there is a high tension on the special senses, and a certain amount of mental worry. The strain is in proportion to the nervous force exhausted, and the exhaustion of nervous energy is a matter only of degree, depending upon the duration and intensity of employment. Telephone operating in this particular differs from other occupations in which female labor is employed, and where the strain is mainly physical.

Comparisons with other occupations, therefore, are misleading. It is only necessary to mention some of the elements which contribute to the nervous strain of operating to see this, and to see why this particular class of work is deserving of special consideration.

MEDICAL TESTIMONY ON HEALTH HAZARDS

No medical report has been made in recent years regarding the health hazards of the telephone operator. The most recent discussion of the subject was made in 1907, when in a dispute between the telephone operators of Toronto, Canada, and the Bell Telephone Company of Canada, Ltd., a Royal Commission headed by W. L. McKenzie King investigated the operator's complaints. The report of that Commission is now in possession of the Russell Sage Foundation in New York City.

Although the report was made in 1907, the affect of telephone work on women is far more detrimental because of the increased demand on the operator's skill and energy in the constant drive by the Telephone Company for perfect service.

A score of medical witnesses, outstanding members of their professi at the time the report was written, give full and complete evidence regarding the health hazards of the telephone operator.

The following are excerpts from the testimony of the medical experts:

> "The business of a telephone operator is the most trying of any I have ever seen so far as it affects the eyes, and through the eyes, the general system. No other occupation which is open to women necessitates as great a nervous strain upon the nervous system as telephone operating. The nervous system is particularly sensitive to strain at the ages at which operators are generally employed, somewhere between seventeen and twenty-five and adverse effects are likely to make themselves known after the end of a year or two or three years, partly later in life.
>
> "A telephone operator's work is more strenuous than a school teacher's. I think it is as strenuous as an examiner of papers at an examination; it is as strenuous as a short-hand reporter. After five years continuous work in the telephone office, with the hours and under the conditions that are existing there, would disqualify any women to become a wife and mother. The breaking down of the nervous system is too big a price to be paid for commercial enterprise.
>
> "It is to be remembered in the first place that the class of persons employed as operators is composed mostly of girls and young women between the ages of seventeen and twenty three, that persons of these years are preferred to others because of the greater facility with which they learn the work and acquire dexterity; that these are years during which the nervous and physical system of a woman is peculiarly sensitive to strain and susceptible to injury, and that harm done to, or impairment of the system sustained at that time of life is apt to be more far reaching in its consequences than would be the effects received from similar causes in maturer years. The

> effects more-over upon posterity occasioned by the undermining or weakening of the female constitution cannot receive too serious consideration.
>
> "The work of telephone operating does not appear to be of a kind to fit a woman for any other occupation or calling, additional significance is therefore to be given to the fact that the average time spent by operators in the service is from two to three years, and that the period of service is usually given at the time when a young woman is best able to learn with the advantage the trade or calling which is to put her in the way of acquiring a livelihood.
>
> "Secondly, the work of telephone operating under any conditions involves a considerable strain upon the nervous system. Some of the doctors maintained that it was not a fit work for any woman even where carried on at a moderate rate. The faculties are kept constantly on the alert, there is a high tension on the special senses, and a certain amount of mental worry. The strain is in proportion to the nervous force exhausted, and the exhaustion of nervous energy is a matter only of degree depending upon the duration and intensity of employment. Telephone operating in this particular differs from most other occupations in which female labor is employed, and where the strain is mainly physical. Comparisons, therefore, with other occupations are apt to be misleading. It is only necessary to mention some of the elements which contribute to the nervous strain of operating to see this, and to see why this particular class of work is deserving of special consideration."

JOB COMPARISONS

To clearly understand the Union's position that there can be no job comparison, it is very important that the requirements or standards as set up by the Company for the telephone operator be thoroughly explored. How can a comparison of jobs be made when there is only one telephone company in each community giving service?

Such an important responsibility as furnishing telephone communications to several millions of people, requires a large organization of skilled, intelligent people, fully aware of their obligation to give the public the best possible service.

In past negotiations the company has insisted in comparing the telephone worker with the outside industry where no paticular skill is necessary.

There can be no fair comparison of the tolphone worker's job in the Traffic Department with outside industry. The telephone operators receive new instructions concerning practices very frequently, and are checked daily on thei knowledge of the job by various observations that are continuously taken.

Due to the need of flexibility within the force the operators must have complete knowledge of all the complicated operating jobs in the office. She is required to increase her knowledge daily.

Inasmuch as the telephone operators are required to be on call for twenty-four hours duty, it is necessary for her to have complete knowledge of the operations of the equipment, to analyze and report the trouble detected by her and the customer.

Between five thirty p. m. and eight thirty a.m. it is also necessary for her to satisfy customers' complaints about various types of service and charges that normally would be transferred to the business office.

TELEPHONE COMPANY PROPAGANDA

The general opinion of the public is that the telephone company must be an ideal place in which to work. This opinion has been developed by extensive advertising and propaganda on the part of the company. The methods used by the telephone company are "costing in round figures, several million dollars annually". "The Travelog For Tourists", the almanac made available to all customers; the "Hello" included in the monthly telephone bills, and advertising in practically all magazines and daily newspapers.

The Union feels that the time has come for the public to be informed as to the true facts about the largest receipents of the nation's wealth. It is the workers who have made this success possible, but they do not receive their just share of the wealth they produce.

Service is the main advertising feature of the company. What would the public opinion be if they knew this great service was made possible through the efforts of underpaid and exploited operators.

Submitted with this brief and marked "Exhibit No. 11" is "A.T. & T., the Story of Industrial Conquest". This book discloses the fact that the wage schedules about which the Union complains did not result from collective bargaining, but have been forced on the employees by the company.

If just a part of the time and money that has been expended by the officials of the A. T. & T. to get increased rates would have been devoted to giving increased wages to the employees who do such a wonderful job and make the organization what it is, the position of the Ohio Bell Telephone Company would be ~~more sound~~ and secure than it is today.

MORALE

In order to have efficient operating, there must be no break-down in the morale of the worker. Break-down in morale grows out of a great variety of causes:

First and foremost is inadequate wages. If the company had paid adequate wages to its workers in Ohio there would not be the disturbance and the turmoil existing among the operators of Ohio, and this case would not now be before the War Labor Board.

In addition to inadequate wage schedules, discontent has grown, due to the action of the Ohio Bell Telephone Company in the wholesale transfer of employees to defense areas and the payment to said transferees of wage rates in excess of that received by the local operators.

The Union has advised the company on many occasions during negotiations that a complete break-down of morale exists among the workers; that the company's method of operation has caused personal disputes and is interfering with the actual work output of the employees.

Lowered efficiency among the group is also evident and there is friction between the Local groups and the transferees who are receiving the higher rates for the same kind of work. The breach is being widened by the attitude the company is taking, that it is none of the Union's business.

Bias against the worker by those who speak for management is very much in evidence. Good management will do its utmost to remove such a cause by friction.

It goes without argument that not even the best trained and most highly skilled worker will reach full productivity until her morale is high.

Industry faces a tremendous job in order that America shall win the War. This will require utmost co-operation of both non-defense and defense industries and the people employed in them. America's future depends upon the productivity of industrial workers.

Industrial morale therefore is absolutely essential. It can be maintained at a high level only if industrial employers prove their ability as leaders, and see that those whom they employ are receiving justice in regard to their wage rates.

Some of the effects on the business caused by a breakdown in morale:

1. Discontented work force.
2. Unnecessary absences.
3. Lack of respect for superiors.
4. Increased labor turnover.
5. Sullen and stubborn attitude.
6. Lack of cooperation.
7. Lack of confidence in their own ability to do the job right.
8. Abuse of equipment.
9. Always carrying a grudge or hard feelings.
10. Loss of production.

The telephone operator will give her best effort to a good manager and loyalty to a company which makes sure that a justified grievance is properly and promptly disposed of.

ABILITY TO PAY

The Management of the Ohio Bell Telephone Company with whom this Union negotiated have always admitted that the company has the ability to pay the increases demanded. The mere fact that in 1941, the company has paid two and one-half million dollars ($2,500,000.00) in excess profit taxes, is proof that the Company is able to pay better wages (1941 Annual Report of Ohio Bell Telephone Company).

The Ohio Bell Company President, Mr. Eide, said at an annual meeting in January, 1942, that "the Company produced more local and long distance service than ever before. The gain for the year was about ninety-five thousand (95,000) telephones, nearly forty percent (40%) higher than in any previous year."

He further stated "that the Bell System as a whole gained one million telephones in ten months of 1941, which is as many as were added in first twenty-five years of its history." Much of the growth is directly traceable to the defense program, which has now become a war program. Ohio is a large industrial state, and is making war equipment in enormous quantities.

The company talks of real wages, combining wages paid, job security and pension plans, but in reality there is no more security in a telephone job than in any other job, because with business on the downward trend people get laid off just as in other outside industries. In the depression of 1930, and thereabouts, the forces were cut practically in half or forty-nine percent (49) were put out of work.

SUB-STANDARD WAGE

The sub-standard wage for traffic people, maintained by the Ohio Bell Telephone Company over a long period of years is destructive to the morale of the employees and detrimental to production. The inequality in the wages paid to the telephone operator has been developed considerably by the increased earnings of employees in outside industries and the upsurge of prices. The continuance of such a trend leads to the economic break-down of the worker. Because of the race between wages and prices, the rise in the cost of living has imposed cruel hardships on sub-standard wage earners.

The type of employee selected by the Company has contributed to the continuation of a sub-standard wage through her reliance on other members of her family for the difference between her earnings and her needs. Comparable wage levels in Ohio and the cost of living have changed to such an extent to more than sufficiently offset the increase granted by the company in January, 1942. In addition, the heightened efficiency in production, increased pressure and responsibility created by expansion of production, the company's profits and ability to pay, entitles the telephone worker to a rate that will meet her needs and permit her to maintain the standard of a skilled American worker.

An employee entering the service of the Telephone Company receives a rate of pay varying from Thirteen Dollars ($13.00) in smaller communities to Sixteen Dollars ($16.00) in the largest city. This wage is much lower than that paid to women workers in other industries in the same localities. After ten years, the pay reaches a maximum of Twenty-One Dollars ($21.00) and Twenty-nine dollars ($29.00) respectively, yet the company openly admits that an operator has attained the necessary skill at the end of two years. Including the increases received in January, 1941 and January, 1942, the telephone worker's pay is still far behind the national trend.

TELEPHONE OPERATOR'S NEEDS

The five dollar ($5.00) increase is a just and reasonable demand. The telephone operator is entitled to a wage that compensates for the work performed, the skill and intelligence required to perform the job, the hazards encountered, and a wage which will enable her to live decently and on the level of society that her position demands.

Surveys conducted by this telephone union show that the average

-more-

ments of a telephone operator cost thirty-four dollars and eighty five cents ($34.85) a week. As has already been demonstrated, the established wage scales in the State of Ohio are far below this sum. The wage scale ranges from thirteen dollars ($13.00) low to twenty-nine dollars ($29.00) top. So that all of these employees of this rich corporation are living on sub-standard wages and have been for years.

The position of the telephone operator requires her to spend more money on clothes and the keeping up of her personal appearance than the average woman worker. The company also requires that these operators live in the desirable sections of the city. Failure to keep up personal standards and appearance, or failure to live personal lives above reproach has in many instances resulted in dismissal from employment of the company.

In analyzing the operator's needs, the union survey shows that the average expenditures per week that must be made by the woman employee in order to meet the standard set by the telephone company is as follows:

$5.00	Room or Rent
3.00	Lunches
7.00	Food (Dinner and breakfast for seven days)
1.50	Shampoos and sets, manicures and two permanents a year
.95	Cosmetics (toothpaste, powder, lipstick, rouge, bathpowder, colognes, etc.
1.50	Stockings (Average)
1.00	Shoes, 1 pair every two months at $6.50 per pair.
2.50	(Dresses and coats - two coats every two years (one in Winter, one in Spring) (1 dress every 6 weeks, average $8.00 to $10.00)
.75	Hats, bags and gloves
1.00	Lingerie (Slips, underwear, girdles, etc)
.15	Reading matter (Magazines, etc. Liberty 5¢, Sat. Eve. Post, 10¢)
.35	Daily papers
1.00	Amusements and cigarettes (About 1 movie a week (About 3 pkgs. cigarettes per week
1.25	Laundry
1.50	Dry Cleaners
.75	Church, Community Fund and other charity
1.25	Transportation (Weekly pass)
.60	Medical and Hospital Insurance
.30	Dental care
.75	Life Insurance
.25	Union Dues
.40	Telephone service (Essential working for telephone company)
1.35	Taxes (Social Security and Income (Low estimate))
.50	Sales Tax
.25	Miscellaneous
$34.85	

The telephone operator is not receiving an adequate wage to provide for the above necessities; consequently, these operators are depending upon members of their families or other persons in the community to supply the deficiency in wages that should and ought to be met by this company.

It was the presentation of the foregoing facts and figures that caused the representatives of the Ohio Bell Telephone Company to change their minds and state to the Union that they were entitled to an increase in wages.

ISSUES

Wages

The Traffic Councils maintain that the wages of the Traffic employees are, and always have been, sub-standard.

The progressive wage schedules are unfair and discriminatory.

The ten year wait before receiving the maximum wage is unequitable.

The variety of town wage schedules and the variety of wages set up in the town wage schedules is unreasonable.

The payment by the company of high wage scales to transferees should be matched by the company, paying the same scale to local employees.

There should be a reclassification of all town schedules and all wag schedules.

The Union is entitled to the application of the direction given to the Board by the President in his April 27th message to "give due consideration to inequalities and elimination of sub-standards of living."

Maintenance of Membership

The Union requests that a maintenance of membership clause be included in the decision, so that the Union will be in a position to enforce and maintain their contractual obligations with the company.

Pay For Time Lost By Some Members Because Of The Plant Union Strike

In some sections of the Northeast Area, during the strike of the P Union, the presence of pickets had the effect of preventing some Traffic employees from crossing the picket line; the Union requests that the Traffic employees who failed to go into work because of the presence of the pickets befor some buildings, be paid for the time they lost on August 5 and 6, 1942.

Respectfully submitted,

FOR THE NORTHEAST TRAFFIC COUNCIL

Theresa Donahey, Cleveland, President

Lena Laurence, Akron, Vice-President

Lucille Wallace, Cleveland, Secretary
and Chairman for the Northeast Area and
General Chairman of the Joint Negotiating Committee

Adele Gelzinis, Cleveland, Treasurer

FOR THE SOUTHWEST TRAFFIC EMPLOYEES
COUNCIL

Iva Kokensparger, Zanesville, President

Stella Daniels, Toledo, Vice-President
and Chairman for the Southwest Area

Jeannette Reedy, Dayton, Secretary

Mary Pryor, Dayton, Acting Treasurer

William J. Corrigan

Attorney for the Traffic Councils

BEFORE THE NATIONAL WAR LABOR BOARD

THE OHIO BELL TELEPHONE COMPANY
A corporation
Cleveland, Ohio

-and-

TRAFFIC COUNCIL, NORTHEAST AREA
OF OHIO, AND TRAFFIC EMPLOYEES
COUNCIL, SOUTHWEST AREA OF THE
OHIO FEDERATION OF TELEPHONE
WORKERS, INC.

****

REPLY BRIEF
OF
TRAFFIC COUNCIL, NORTHEAST AREA OF OHIO, AND TRAFFIC EMPLOYEES COUNCIL SOUTHWEST AREA OF THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.

BEFORE THE NATIONAL WAR LABOR BOARD

THE OHIO BELL TELEPHONE COMPANY
A Corporation
Cleveland, Ohio

-and-

TRAFFIC COUNCIL, NORTHEAST AREA
OF OHIO, and TRAFFIC EMPLOYEES
COUNCIL, SOUTHWEST AREA OF THE
OHIO FEDERATION OF TELEPHONE
WORKERS, INC.

REPLY BRIEF OF TRAFFIC COUNCIL, NORTHEAST AREA OF OHIO, and TRAFFIC EMPLOYEES COUNCIL, SOUTHWEST AREA OF THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.

The Panel will note that the Company makes no attempt to contradict the claims made by the Traffic Councils that the work and services performed by the traffic employees requires great skill, intelligence and exacting physical and mental endurance. Not only is there no contradiction by the Company, but the facts are admitted, both in oral statements before the Panel and in the advertising exhibits that have been introduced by the Traffic employees. It is also admitted, no contrary evidence having been produced, that the job hazards, job requirements and job specifications are as stated in the employees' Brief.

The exhibits presented by the company make an attempt to compare wage rates paid by the company with those paid in other industries. The wage studies of the company are engineering data and time studies and are an attempt to determine the relative value of wages to the whole operation of the communications system in the same manner that engineers would determine the relative value of material and machinery to operating costs. The study disregards entirely the fact that these Traffic employees are human beings, and not tools, machinery, wires or telephone posts. No consideration is given in such studies to an evaluation of the skill required, the hazards encountered, the exacting demands made by the company, and the fact that each employee is the personal representative of the company. Such facts must be considered if the Traffic employees are to be fairly compensated.

Necessity Of Paying Higher Wages In The Telephone Industry

The telephone is the most important medium of rapid communication. Military offense and defense are dependent on the telephone and the entire civilian defense is based on telephone communications. With the upswing of industrial production and the growing volume of troop movement (latest reports are that troops are moving in the United States at the rate of one million a day), the telephone must carry an increasing load.

Peace-Time Methods of Communication Are Being Curtailed

The telephone is now carrying a great volume of communications that were formerly delivered by air-mail. Much of the traffic formerly sent by telegraph is now being transmitted over the telephone. The teletype machine operated by members of this Union is speedier than the telegraph. The volume of telephone traffic is mounting as the volume of telegraph traffic is decreasing. In fact, it appears that a part of the telegraph industry will not be able to stand the loss of revenue to the telephone companies and will go out of business unless subsidized by the government.

There has been a mass exodus of workers from the telegraph industry, principally because of the low wages paid as compared with that in war industries. Telegraph employees average Twenty Dollars and Seventy-Seven Cents ($20.77) weekly as against Thirty-Seven Dollars and Ninety-Nine Cents ($37.99) paid to workers in manufacturing industries.

The revenue of the telephone companies, unlike the telegraph industry, is increasing at a tremendous rate. But the same exodus is taking place among telephone employees because of the unjustifiable low wage rate which is being paid. The fact was presented to the Panel that the average wage to the telephone worker is Twenty-One Dollars and Seventy-Six Cents ($21.76). We will later discuss an additional fact that average wages cannot be computed in this industry.

But, for the purpose of comparison, accepting that figure we find that it is practically on a par with the rates paid by the struggling telegraph companies.

Between January 1, 1942 and July 31, 1942, 44.8% of the Traffic employees hired, quit and went into other employment. The following comparisons will illustrate the tremendous upheaval that is taking place in this vital industry, brought on by lack of vision and stubborn adherence to a personnel policy that may have been progressive ten years ago, but which in these days of global warfare is as outmoded as the tank of 1917.

The hiring and departures in key cities in Ohio during July were as follows:

	Hired	Quit
Columbus	12	18
Dayton	34	39
Springfield	3	3
Zanesville	4	3
Sandusky	2	4
East Liverpool	4	5
Findlay	0	4
Fremont	2	2
Toledo	25	10
Middletown	3	2
Xenia	1	4
Upper Sandusky	1	2
Akron	7	8
Cleveland	53	26
Alliance	2	2

The following figures show the increasing tempo of departure in the Southwest Area:

Month	Year	Hired	Quit	Percentage Quitting
February,	1942	107	34	31.7
March	1942	170	50	35.3
April	1942	145	53	35.1
May	1942	137	71	51
June	1942	203	66	32.5
July	1942	97	94	96.9

Since July, 1942, there is an ever-increasing number of dissatisfied employees leaving the business to take jobs in war industries where they receive almost twice as much money as is paid in this industry.

As stated in the impartial exhibit of the "Women's Bureau of the Labor Department":

> "From the standpoint of importance to the success of the war effort, the telephone industry ranks in the front line of all American industries, in the same group as the transportation industry and the manufacture of aircraft and munitions. The imperative necessity of an efficiently operated and properly maintained telephone system is unquestioned. Yet the wage rates paid by the Ohio Bell system are far less than the going rates paid by those other essential industries at the present time.
>
> "Data on wage rates in these vitally important industries were obtained by the Women's Bureau in recent field studies. In the small arms ammunition plants, the entrance rate ranged from 46 cents to 58 cents an hour, or $18.40 to $23.20 for a forty-hour week. In the aircraft industry, the entrance rate for women was usually found to be 60 cents an hour, or $24.00 for a forty-hour week, exclusive of overtime. Most aircraft plants had a system of regular progression during which rates were automatically increased for a specified period. In over half the plants visited, women who started at 60 cents an hour progressed to 75 cents in 3 months. After that they were paid the rate for the job and advanced according to ability and merit. Wage rates in these industries are in extreme contrast to those in the Ohio Bell System where it takes 10 years experience to earn the maximum rates.

The inadequacy of telephone operators' wages is even more apparent when compared with the wages of other white-collar workers in a related

> industry, namely the railroad industry. Women workers in railroad offices, like telephone operators, are white-collar workers engaged in work essential to the war effort. Since such workers are interstate commerce their wage rates like telephone operators and workers in war industries, are based on a forty-hour week.
>
> "In a Women's Bureau survey of office workers in five representative cities in 1940, women in railroad offices comprised one special industry group. The average basic monthly rate for such workers ranged between $123 a month in Philadelphia and $143 a month in Kansas City. The average weekly rate in Philadelphia was $28.38, the lowest for the five cities. In Los Angeles, it was $30.55, $31.38 in Houston, $32.08 in Richmond, while in Kansas City the average basic rate for women in railroad offices was $33.00 per week. In contrast to these average rates for women in railroad offices in five cities, it is notable that the average rate paid to telephone operators in Cleveland is $22.50 per week."

The responsibility of preventing the communications system from plunging into an abyss of disorganization rests quite as much upon the management of this industry and upon the government as it does upon the women represented by the Traffic councils.

If the telephone system is to be "efficiently operated and properly maintained", it is the obligation of both management and government to raise the wages from the present substandard level, and to fix a suitable wage which will give appropriate consideration to the skill and special requirements that the worker must have to do this job. Failure to meet the claims of the women in this industry will result in the continued tremendous labor turnover and the lowering of morale, and a consequent disastrous effect on an industry which is so vital to the war effort.

Impossibility of Determining Weekly or Hourly Averages

It is impossible to determine a weekly or hourly average for this industry because of the many and varying schedules and the various wage progression steps within the schedules.

Traffic employees Exhibit No. 7 shows that about fifty percent (50%) or two thousand, four hundred (2400) women are receiving less than Twenty Dollars ($20.00) per week. We desire to set that fact forth again as part of this Brief. The figures are as follows:

SCHEDULE I		SCHEDULE II		SCHEDULE III		SCHEDULE IV	
Employees	Rate	Employees	Rate	Employees	Rate	Employees	Rate
106	$16.00	194	$15.00	41	$14.00	56	$14.00
69	17.00	196	16.00	26	15.00	31	15.00
19	18.00	74	17.00	12	16.00	71	16.00
50	19.00	171	18.00	33	17.00	63	17.00
141	20.00	197	19.00	54	18.00	46	18.00
385		169	20.00	20	19.00	19	19.00
		1001		4	20.00	7	20.00
				190		295	

SCHEDULE V		SCHEDULE VI		SCHEDULE VII	
Employees	Rate	Employees	Rate	Employees	Rate
59	$14.00	33	$13.00	13	$13.00
53	15.00	26	14.00	18	14.00
57	16.00	20	15.00	19	15.00
73	17.00	26	16.00	18	16.00
41	18.00	6	17.00	5	17.00
23	19.00	9	18.00	11	18.00
35	20.00	15	19.00	11	19.00
341		12		16	20.00
		147		112	

The other fifty percent (50%) receive from Twenty One Dollars ($21.00) to Twenty-Nine Dollars ($29.00), but they must work anywhere from two to more than ten years before receiving increases. The Twenty-Nine Dollar($29.00) rate is paid only in Cleveland, Ohio, and is received by only thirteen percent (13%) of the total number of employees working.

The following tables show the number of people receiving over Twenty Dollars ($20.00), the length of time they must work to receive increases, the low pay, and the inequalities that exist by the wage method this company has adopted. It must be remembered that all of these workers must be able to perform all the required duties of their job and that they must reach a maximum of efficiency at the end of two years; that the conditions under which they work are practically the same in all cities. A comparison of these tables with the Exhibits introduced by the Company will show that the engineering data of the Company on wages is spurious and deceptive:

		No. of Employees	Length of Service Required
Schedule #1	$21 to $25	72	2 - 6 years
	$26	49	6 - 7 years
	$27	7	7 - 8½ years
	$28	25	8½ - 10 years
	$29 maximum	616	Beginning 11th year
Schedule #2	$21 to $25	331	2½ - 8½ years
	$26	22	8½ - 10 years
	$27 maximum	471	Beginning the 11th yr.
Schedule #3	$21 to $25	30	3½ - 10 years
	$26 maximum	57	Beginning the 11th yr.
Schedule #4	$21 to $24	228	4½ to 10 years
	$25 maximum	136	Beginning the 11th yr.
Schedule #5	$21 to $23	38	5½ - 10 years
	$24 maximum	119	Beginning the 11th yr.
Schedule #6	$21 to $22	13	7 - 10 years
	$23 maximum	90	Beginning the 11th yr.
Schedule #7	$21 maximum	77	Beginning the 11th yr.

This data bears out the argument in the Union's Brief that the employees of this company, in order to live clean and decent lives must be dependent on sources other than their wages.

How long does this Company expect that the operators will continue to allow themselves to be subjected to this economic abuse?

Women In War

Each hour sees an increasing demand upon women to aid in the war production of steel, aluminum, copper, aircraft and other necessities of war. Each day there is a greater passing of women from home and peace-time industry to war industry.

Young men by the millions have been compelled to give up the arts and pursuits of peace, and march to meet an unrelenting foe whose objective is the destruction of democracy. Not only youth, but many well past forty are called to fight and die that we may live, and that institutions like the Ohio Bell Telephone Company shall not perish.

All over the world, legions of Americans are fighting to maintain freedom and democracy, and it will require many more millions before the fight is won. "Science Service Weekly" of Washington, D. C. estimates that it requires eighteen workers to keep one soldier at the front. That means everyone--men, women and children--will be compelled to give their aid. Women are filling the gaps in the production lines left by their husbands, brothers and sons who are fighting and dying to establish a just peace in the world and to retain the economic system that has made possible the establishment and the progress of this great corporation.

Exhibit 2-A shows that prior to the attack on Pearl Harbor there were about two hundred thousand (200,000) women engaged in war industries. By Jan. 1, 1942 the number had increased to one million, seven hundred and fifty thousand (1,750,000), and the estimated number needed by the end of 1943 will be six million (6,000,000).

To show the trend, it is reported in the New York Times of Sunday, August 30, 1942, that two automobile manufacturing companies, The Chrysler and The Hudson Motor Car Company have established a policy whereby in some of their plants they will hire no more men:

> "Actual machine-age 'Amazons' appeared at the Hudson Naval Arsenal, the ordnance plant build and operated by Hudson for the Navy Department. Twenty-four young women help guard the building. Members of the Plant protection force, they are civilian auxiliaries to the military police and are qualified to handle firearms.

> "Only one is under 5 feet 9 inches tall. She is Miss Martha Meloche, who gave up a job as buyer in a department store to join a more active force.
>
> "The 'weaker' sisters are machining, riveting and inspecting inside the armament buildings. Although now constituting only about 4 per cent of the employees, it is expected that they will comprise 26 per cent before another year, according to S. G. Baits, first vice-president of Hudson and general manager of the plant."

It is well to point out that as these rapid changes are taking place, that the whole idea of a female wage is abandoned. Industry has learned that women can do the same kind of work as men, with the exception of jobs where physical stamina is the outstanding requirement. Where the requirements demand mental and physical stability and the expenditure of nervous energy, women excel. Women have replaced men in the telephone industry because it was determined that women had special adaptability for this kind of work.

It is generally admitted that the women telephone operators, who the company classes as "the representatives of the company to the public" are in a large measure responsible for the success of the success of the personalized telephone system of today.

Women are being inducted into the Army and Navy and taking on the same responsibilities as the men--receiving the same classification and being recognized as equals. In the formation is the first women's American Expenditionary Force.

Attitude of The Company

Chairman William H. Davis in his Cleveland speech on August 14, 1942, stated:

> "Let the representatives of labor and management get around a table and talk about what to do while the rest of us keep on producing."

Mr. Davis further stated that labor and management should use the machinery of government, the conciliation service, and the mediation service, to settle their disputes.

The Traffic Councils went to Washington understanding that you gentlemen were a mediation panel. The Traffic Councils at all times, as you know, were ready to mediate this dispute and discuss with you ways and means by which the controversy would be settled. You know that there was never an indication of any kind upon the part of the Ohio Bell Telephone Company to cooperate with you.

When it was discovered by the Traffic Councils that the Ohio Bell Telephone Company had no intention of cooperating with the Panel in the matter of mediation, they then suggested the use of other machinery of government referred to by Mr. Davis, the appointment of an arbitrator. You know the answer on that proposal.

Shall there be a breakdown in this life-line of production, the telephone, by the continuation of the peace-time policies of the Ohio Bell Telephone Company and the maintenance of dividends as usual?

Conclusion

In conclusion, the presence at the last day of the hearing, of the representatives of seventy-eight thousand (78,000) Traffic employees employed all over the United States, must persuade this Panel that the questions involved and the problems to be solved are not local, but are nation wide.

Respectfully submitted,

FOR THE NORTHEAST TRAFFIC COUNCIL

Theresa Donahoy, Cleveland, President
Lena Laurence, Akron, Vice-President

Lucille Wallace, Cleveland, Secretary and Chairman for the Northeast Area and General Chairman of the Joint Negotiating Committee.

Adele Gelzinis, Cleveland, Treasurer

FOR THE SOUTHWEST TRAFFIC EMPLOYEES COUNCIL

Iva Kokensparger, Zanesville, President

Stella Daniels, Toledo, Vice-President and Chairman for the Southwest Area

Jeannette Reedy, Dayton, Secretary

Mary Pryor, Dayton, Acting Treasurer

William J. Corrigan

Attorney for the Traffic Councils

L. Wallace
269

BEFORE THE NATIONAL WAR LABOR BOARD

Case No. NWLB 337

THE OHIO BELL TELEPHONE COMPANY
A corporation
Cleveland, Ohio

-and-

TRAFFIC COUNCIL, NORTHEAST AREA
OF OHIO, AND TRAFFIC EMPLOYEES
COUNCIL, SOUTHWEST AREA OF THE OHIO
FEDERATION OF TELEPHONE WORKERS,
INC.

****

COMMENTS OF THE TRAFFIC EMPLOYEES
COUNCIL (SOUTHWESTERN AREA) AND THE
TRAFFIC COUNCIL (NORTHEASTERN AREA)
ON THE MEDIATION PANEL'S REPORT.

BEFORE THE NATIONAL WAR LABOR BOARD

THE OHIO BELL TELEPHONE COMPANY A corporation Cleveland, Ohio -and- TRAFFIC COUNCIL, NORTHEAST AREA OF OHIO, AND TRAFFIC EMPLOYEES COUNCIL, SOUTHWEST AREA OF THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.	Case No. NWLB 337

Comments of the Traffic Employees Council (Southwestern Area) and The Traffic Council (Northeastern Area) on the Mediation Panel's report.

The Traffic Councils are of the opinion that their case should be considered separately and distinctly from any other Union. We believe that the case of the Traffic Councils becomes confused when it is considered with Unions whose problems and whose demands are entirely different.

The Traffic Councils are composed entirely of female workers. Their number is 5266 and they are employed throughout the State of Ohio. The Plant Council is composed of 1571 male mechanics and 270 office employees located entirely in the northeastern section of Ohio. The Commercial Council is composed of 872 male and female office employees, about 80% of whom are employed in the northeastern section of Ohio. Both the Plant Council and the Commercial Council have based their demand for an increase in wages upon that part of the Little Steel formula which provided the 15% increase to stabilize the increase in the cost of living.

The Traffic Councils therefore urge that the Board give full recognition to all the evidence presented in their brief and that the Board endeavor to treat each case on its own merits.

ISSUES

1. Wages

(a) The Traffic Councils maintain that the wages of the Traffic Employees are, and always have been, sub-standard.

(b) The progressive wage schedules are unfair and discriminatory.

(c) The ten-year wait before receiving the maximum wage is unequitable.

(d) The variety of town wage schedules and the variety of wages set up in town schedules is unreasonable.

(e) The payment by the company of high wage scales to transferees should be matched by the Company, paying the same scale to local employees.

(f) There should be a reclassification of all town schedules and all wage schedules.

(g) The Union is entitled to the application of the direction given to the Board by the President in his April 27th message to "give due consideration to inequalities and elimination of sub-standards of living."

2. Maintenance of Membership

The Union requests that a maintenance of membership clause be included in the decision so that the Union will be in a position to enforce and maintain their contractual obligations with the Company.

WAGES

The Traffic Councils have presented in their previous briefs to the Panel, their arguments supporting their demands for various adjustments and increases in the wage scales as affecting them. They have in addition presented supporting data to prove that wages paid to the members of the Traffic Councils are (1) sub-standard; (2) below minimum; subsistence levels; and (3) full of inequalities. There were also pointed out specific instances of inequalities in wages paid in the particular areas and between areas.

Referring to Page 14-F-of the Panel's report "The data supplied by the Women's Bureau supported its conclusion that a budget representing the least amount adequate for a woman to support herself in health in Cleveland, Ohio, is now $24.02." In many of the larger cities where the cost of living is less than in Cleveland, the least necessary wage for a woman to be maintained in health has been fixed at a greater amount than Cleveland.

To illustrate the inadequacy of the Panel's recommendation it could well be pointed out that the recommended $3.00 increase to those receiving $25.00 or less would give the 2974 employees making $20.00 or less a wage still below the subsistence level; and to the 698 receiving $15.00 or less, a wage much below the subsistence level; and finally, of 5266 employees in the Traffic Department, 3541 receive $25.00 or less per week; in other words, 67% of these Traffic employees receive $25.00 per week or less.

The importance of the operating department job has never been denied and in this present Emergency it is this group of workers that is contributing so vital a service to the War effort. That the operating job is a skilled one has always been recognized. We feel that if any increase in wages is given, that it should be on the basis of experience and knowledge rather than on demand and expediency.

The Traffic Councils appreciate the fact that the Panel has made an attempt at eliminating some of the inequalities in the rates of pay, but they do not agree with the dissenting opinion that this distribution of increases should be left to the Company's discretion. Had the Company been sincere in their attempt at making fair and proper wage adjustments, the Union would not now be before the War Labor Board and the Company would not now be worrying about what to do about the broken-down morale of their employees.

It is the contention of the Traffic Councils that the Panel's report and recommendations regarding wage increases to the Traffic employees are insufficient.

Experienced people are carrying a heavier load because the company is taking advantage of their skill and ability by assigning them to undesirable tours, in order to maintain good service during the peak hours which could not be maintained by the new and inexperienced help.

Even if a $5.00 increase were granted to all Traffic employees it does not in any way assure the Company of being able to restore the morale of the employees and to keep them on the job. The granting of our demand by the Company would be evidence to us that they are endeavoring to act in good faith.

PREMIUM PAYMENTS

The Panel states on Page 15 - "It would seem doubtful that premium payments for special work performed should be included in an analysis of minimum wage rates for adequate living costs." The Traffic Councils contend that the $2.46 per week additional earnings for Sunday, holiday, evenings and night work that the Companies claim as being added to the earnings of Traffic Council members and representing real earnings for these people is unfair.

Premium payments for evening and night work are for undesirable hours worked peculiar to the Telephone business where a 24 hour service must be maintained. In the event the Ohio State laws are relaxed, making it possible for women under 21 years of age to work after 10:00 p. m. and all night, the problem of attracting people into the Telephone business and finally holding them will become more difficult.

This compensation for working evenings, Sundays and holidays is no where near enough for the health hazards and inconveniences involved, when these workers must, in many cases, especially where divided tours are involved, be on the go from early morning until late at night, consuming as many as a total of fifteen or sixteen hours. Sunday and holiday work should not be included in the basic earnings of the employees.

STARTING RATE

In the dissenting member's opinion, it stated, Page 2, "The Company has said that due to war activities in the plants in the neighborhood in which they operate the demand for women has increased and their plants are offering starting rates for women in excess of those of this Company. The Company frankly states therefore that it is necessary for them to be allowed to increase their starting rates for women in order to maintain a satisfactory working force,- - - "Will they maintain a satisfactory working force? They may attract, but not keep them, unless the progression and ultimate wage is satisfactory. There is proof they are not maintaining them now.

A clause in the current contract and working condition agreement, Article 1, Section 2, states "The starting rate and wage progression during the first 12 months of any wage progression schedule shown in Exhibit #1 shall not be less than specified in such schedule. Wage progression to the maximum rates in accordance with the schedules shall be automatic, beginning with the thirteenth month of the wage schedule service."
(Emphasis ours).

For instance, the Company has had the option of increasing the starting rate according to the contract now in effect by 1, 2 and 3 dollars in the first year of employment in any locality in which they operate.

Why has the Company failed to take advantage of this clause in the contract? However, since this is the case, the starting rate is not the problem of the Union but of the Company, to attract people into the business. Therefore, the Union should not be charged with the cost of the increase in the starting rate as a bargained for increase at this time.

TRANSFER PROBLEM

It is imperative that immediate attention be given defense areas where the Company has seen fit to transfer employees, because of their inability to retain an efficient working force, due to low wages paid in these areas.

As has been pointed out, the transferees receive from $18.00 to $25.00 more per week than the local workers. The Union contends that these payments are not reimbursements for extra expenses as implied by the Company, but that they are monetary compensation for the normal and current expenses incurred by these transferees in the particular area. The local women workers have become incensed because of the unfairness of this arrangement, and the people leaving the industry in Dayton are increasing in alarming numbers.

The Union, after checking with the Manpower Commission, as far back as June and July of this year, warned the Company of the seriousness of the situation and the ultimate outcome.

This condition has caused a serious breakdown in the morale of the women workers. All indications from reports received from the Manpower Commission are that Akron will far exceed in confusion the Dayton situation within the next few months. One industry is to employ 18,000 women workers by January 1, 1943 in Akron. Cleveland will be forced to recruit women workers within a very few months when the largest bomber plant in the world is finally completed. Indeed, from the experience of the Dayton situation, the employees in these other industrial areas of the state are already taking this stand - "that this will not happen here." They will resign as soon as they are discriminated against by being forced to work with people who are transferred in on a paid expense basis.

The workers will and can secure employment in defense industries within their own community--that will insure them an adequate living wage.

The Federal Government has not seen fit to adopt compulsory labor, or freezing of jobs, yet the Ohio Bell Telephone Company in an effort to keep employees on jobs paying sub-standard wages, have resorted to such practices.

In Toledo, Ohio, a Long Distance Operator applied through the Civil Service Commission for a job at the Ordnance Plant as a Junior Typist with a salary of $120.00 per month. Although she qualified for the job, she was refused employment and told that she was now in a defense industry. A Union member in Findlay, Ohio, was frankly told by another employer that they were asked not to hire telephone employees.

This control exercised by the Ohio Bell Telephone Company is another phase of paternalism used to dominate their employees. Our Union members are of a democratic mind, entitled to democratic privileges and as such resent these slave labor tactics.

The continuance of such discriminatory practices, coupled with low wages and the many inequalities as presented in our brief, has incensed these women workers and the situation grows more serious daily.

The Traffic Councils urge you to give these problems proper consideration and a decision that will insure the local workers equal compensation for work performed, whether it be by them or by transported workers.

DISTRIBUTION OF INCREASE

The Panel recommends that "we believe, however, that some further modification to give greater increases where the need seems most acute is desirable." See pg. 16H.

The Traffic Councils concur in the Panel's recommendation, but desire to add that the Directive Order issued by the War Labor Board gives the Company explicit directions as to how these modifications are to be made.

Further the existing progression schedules being as complicated as they are, might tend to work to the detriment of some of the workers who would be in line for progression increases; therefore, some further instructions should be given in the Directive Order, so that a fair and equitable distribution be made among the workers.

UNION SECURITY

The Traffic Councils concur in the majority opinion on the reasons for a form of union security.

As far back as December 1941, the members of the Traffic Councils were ready and willing to show their dissatisfaction of the Company's attitude towards their bargaining efforts by going out on strike, but after the attack on Pearl Harbor on December 7th the officers of the Unions convinced their members of their duty to their country, and thereby averted a strike.

Negotiations were resumed in June of 1942, and the Negotiating Committee, with the assistance of the Conciliation Department, were attempting to exhaust all peaceful means to secure adequate wages, when in the midst of these efforts they were certified to the War Labor Board. This is evidence of the necessity for a strong security clause. They are ever conscious of their responsibility to their members, but--uppermost in their mind is their duty to their nation in time of war.

REIMBURSEMENT FOR WAGES LOST BECAUSE OF STRIKE

The Traffic Councils are still of the opinion that their members should be reimbursed for the time lost while refusing to cross the picket lines of the Plant Council.

There were some employees, who, being afraid of company censure, reported out ill and were paid, while those who did not fear showing their democratic right to respect picket lines were penalized by having their wages with-held.

The Traffic Councils urge that the War Labor Board recommend payment for the two days.

THE TRAFFIC COUNCILS REQUEST ORAL HEARINGS WITH PROPER TIME ALLOWANCE FOR EACH COUNCIL.

Respectfully submitted,

FOR THE NORTHEAST TRAFFIC COUNCIL

Theresa Donahey, Cleveland, President

Lena Laurence, Akron, Vice-President

Lucille Wallace, Cleveland, Secy. and Chairman for the Northeast Area and General Chairman of the Joint Negotiating Committee

Adele Gelzinis, Cleveland, Treas.

FOR THE SOUTHWEST TRAFFIC EMPLOYEES COUNCIL

Iva Kokensparger, Zanesville, Pres.

Stella Daniels, Toledo, Vice-President and Chairman for the Southwest Area

Jeannette Reedy, Dayton, Secretary

Mary Pryor, Dayton, Acting Treas.

William J. Corrigan

Attorney for the Traffic Councils

NATIONAL WAR LABOR BOARD

In the Matter of:

THE OHIO BELL TELEPHONE COMPANY

and

THE OHIO FEDERATION OF TELEPHONE WORKERS, INC. (PLANT EMPLOYEES; ACCOUNTING, DIRECTORY, AND COMMERCIAL EMPLOYEES; AND TRAFFIC EMPLOYEES)

October 10, 1942

Case No. NWLB - 337

REPORT AND RECOMMENDATION OF THE MEDIATION PANEL

PRELIMINARY RECITAL

1. The Company. The Ohio Bell Telephone Company, a wholly-owned subsidiary of the American Telephone and Telegraph Company, is one of the 24 principal operating companies which make up the Bell Telephone System. It was organized in 1921 as a consolidation of two former Ohio telephone companies.

This Company furnishes the service for about two-thirds of the telephones in Ohio. In addition, it connects with, and provides long-distance service for, about 250 independent telephone companies which serve various communities in the state. It does not operate in Cincinnati and adjoining communities, namely, Hamilton and Clermont Counties and part of Butler County, which are served by the Cincinnati and Suburban Bell Telephone Company, one of the two non-controlled companies affiliated with the Bell System. The territory here involved is divided into two areas, the Northeastern, or that northeast of a line drawn from a point east of Sandusky southeasterly to a point in the Ohio River north of East Liverpool, and the Southwestern, embracing the remainder.

The four general operating departments of the Company consist of (1) the Engineering Department, which engineers and lays out the plant to be constructed; (2) the Plant Department, which constructs and maintains the plant thus engineered; (3) the Traffic Department, which handles the service the plant is designed to furnish; and (4) the Commercial Department, which sells to the public the service handled by the Traffic Department. Involved in this dispute are non-management employees, totalling 7,990 persons as of August 12, 1942, of the following departments: the Plant Department of the Northeastern Area, comprising 1,571 male and 270 female employees; the Traffic Departments of both areas, comprising 5,266 female employees; and certain of the Commercial employees, comprising 27 male and 856 female workers. The Plant employees are mostly skilled repair, construction, and maintenance men, together with the central office and clerical staff working with them. The Traffic employees are the switchboard operators, together with instructors, supervisors, and clerical and dining service employees working with them. The Commercial employees here involved include all those of the Accounting and Directors Departments of the entirs Company; but in the Company's commercial divisions proper (comprising those employees who handle business contacts with the public, such as selling and taking orders for service and adjusting bills), it includes only those of the Akron, Canton, and Youngstown districts of the Northeastern Area, and the Toledo district of the Southwestern Area. The Company employs in all almost 12,000 persons, a number which is being steadily augmented due to a tremendous wartime increase in business.

The Company services an enormous volume of telephone calls, and in 1941, handled over a billion and a half local calls, in addition to 26,800,000 long - distance calls. The Company had in service, as of December 31, 1941, over 920,000 telephones and the average number of local calls originating on each telephone was 5.78% a day.

Total operating revenues in 1941 amounted to almost $54,000,000, an increase of about 12% over 1940. Total operating expenses, excluding taxes, were slightly less than $32,000,000 in 1941, an increase of about 10% over the previous year. Total assets of the Company on December 31, 1941, were almost $230,000,000, and net operating income for that year amounted to$10,384,000. The Company did not raise the issue of ability to pay in this case.

2. The Union. The Union involved in this dispute is the Ohio Federation of Telephone Workers, Inc., which is composed of four councils representing the groups of employees above described, namely, the Plant Council for the Northeastern Area, the Commercial Council, the Traffic Council, Northeast Area, and the Traffic

Employees Council, Southwest Area. Each council acts independently of the other and carries on independent bargaining with the Company, except that the two Traffic councils, acting through a joint Negotiating Committee, negotiate for all the Traffic employees. The councils are outgrowths of organizations set up by the Company prior to 1936. The Plant Council has been recognized as authorized bargaining agent since 1936, the Traffic Councils since March, 1937, and the Commercial Council since December 26, 1941. It was agreed that the membership of the Plant and Traffic Councils includes nearly all (or an estimated 99%) of those eligible. The Commercial Council, however, even within its territorial limits above stated, now has about 700 out of a total potential membership of 877, being more strongly organized in certain places and departments than in others.

The Ohio Federation of Telephone Workers, Inc., is one of 38 organizations forming the National Federation of Telephone Workers. There exists at the present time a General Agreement between the Ohio Federation and the Company. It is dated December 26, 1941, and its term is one year from January 26, 1942. It provides for union recognition, collective bargaining, pay-roll deduction of dues, adjustment of grievances, lay-off and part-timing, and so on. Article VI of that Agreement, entitled "Collective Bargaining Procedure," is as follows:

> "If, when, and as collective bargaining on rates of pay, wages, hours of employment, or other conditions of employment is in order and desired by the Union or the Company, said parties shall inform each other of their duly authorized representatives for such bargaining."

In addition to the General Agreements, there are separate wage-schedule contracts of January 15 and 16,1942, with the Plant and Traffic Councils, as well as with the Accounting, Directory, and Commercial employees here involved.

This case was certified to the War Labor Board on August 5, 1942.

THE ISSUES

The issues herein were developed separately in three independent cases involving respectively the Plant, the Commercial, and the Traffic Councils. The

Plant and Commercial Councils were represented by their respective officers and by Attorney E. R. Hackett of Chicago. The Traffic Councils were represented by their officers and by Attorney William J. Corrigan of Cleveland. Notwithstanding this separate presentation of the cases, their obvious interrelation and effect upon the Company's operations as a whole make it desirable that they be considered together as parts of one entire matter.

In all three disputes the issues involve wages and union security; in two, there is a third issue concerning reimbursement of past wages lost.

A. Wages The unions have separately presented demands requesting various adjustments and increases in the Company's wage scales as affecting them. In the alternative, they present demands for over-all increases which, in substance as finally presented, amount to an increase of $5 per week (12-1/2¢ per hour of a 40-hour week) for all employees represented. This is claimed to be the amount required to meet the increase in cost of living since January 1, 1941, under the formula of the Little Steel decision. In addition the Traffic Councils contend that the wages paid the female telephone operators are substandard or below minimum subsistence requirements.

The demands which call for revision of the wage schedules appear in detail in the various union statements and company replies on file and are referred to in the discussion below. In general, the revision sought would provide for an increase substantially equivalent to that just stated, but one accomplished through simplification of the wage scales and elimination or reduction of inequities. Objections are made to the complicated Bell system of wage schedules, with its large number of job classifications and area differentials and the long period required to reach maximum rates. The Union demands call particularly for reduction of area differentials and of the ten-year period required to complete the progression on the graduated scale now in force.

B. Union Security. The councils claim that they need, and therefore demand, the Board's "usual" provisions as to union security. The Company opposes this demand, as contrary to express contract for the present year at least, and further as here not needed, as well as unwise in the case of a public utility obligated to continuous service to the public. The Company refers to a two-day strike of the Plant Council early in August (which led to certification of this case to the Board) and refers to a Board decision denying union security because of a strike, though it does not expressly claim rejection of the Plant Council's demand on this ground.

C. Reimbursement. During the strike just mentioned, certain Commercial and Traffic employees refused to pass the Plant picket lines and thereby lost one or two days' work, for which their councils claim they should be paid. The Company views this as a voluntary absence by these employees, for which wages cannot be claimed, as well as an undesirable practice to be disapproved as countenancing and unjustified stoppage of work.

Offers by the Company

Either during mediation or prior thereto the Company made specific offers to the union councils. Certain of these offers, such as to the Traffic operators, were ~~said~~ to be made because of the shortage of available workers and as an inducement; certain others were to eliminate inequalities; and certain others were due to the efforts of the Panel at mediation. These appear in detail on file and will be referred to below. On the Company's estimates they range from an average of 5.1¢ per horu for the Traffic operators to .546 per hour for the Plant employees. In substance the offer to the Plant employees was for an over-all increase of $2. per week (5¢ per hour); for an additional $1 per week or total of $3. (7-1/2¢ per hour) for 136 employees in Akron; and for elimination of top gradations affecting 93 other employees and amounting to increases of $3 to $5 per week in the cases involved. The Company makes to female workers of the Commercial Council the same offer as was made to Traffic operators; it offered no increase to its 25 male Commercial employees. For Traffic operators, the Company offered the equivalent of a $2 per week over-all increase ($3 in a few exchanges, $2 in the majority of exchanges, and $1 in Cleveland) or an average of 51¢ per hour. While mediation did not prove successful, these offers require consideration below, particularly in their bearing on the question facing the Company of recruiting workers.

DISCUSSION

1. Wages. A. Wage Progression Schedules.

The Union's attack upon the Wage Progression Schedules stresses both the inequalities between groups and areas contained in them, as well as their complicated structure and the length of time--ten years or more--required for the progression, where the learning period is asserted to be at most not over two years. Such delayed progression is asserted to be unique to Bell System companies and paternalistic in purpose and effect, preventing the growth of union organization in the system.

The Bell schedules are described succinctly in the Report of the Principal Mediation Officer in Case No. 366, Diamond State Telephone Company (Del.), thus: "In effect at all Bell System companies are what are called wage progression schedules. They have three characteristic features: (a) starting rates which are usually below the area average; (b) top rates usually above the area average; and (C) automatic increases at stated intervals over a period varying from 6 to 25 years, which will carry an employee from the starting rate to the top rate." Here, also, the Company has three top and non-automatic grades (A, B, and C) for Plant employees, although the Company's offer contemplates their elimination. In view of the several pending wage disputes involving Bell companies, the issue as to revising these schedules is likely to recur before the Board.

While a revision simplifying the schedules and shortening the period of time required for the progression seems desirable, we do not believe that task should be undertaken in this wartime adjustment of a wartime dispute. Complete overhauling of Bell System wage-making should be the result either of deliberate negotiation and collective bargaining upon the part of union and employer representatives or of careful study of all factors involved or of both. Interim adjustments in that direction should, however, be favored. Both the Company's offers and our recommendations tend that way to some extent.

B. The Little Steel Formula. The controlling basis of adjustment, therefore, as all parties recognize, is the formula announced in the Little Steel case. But some unusual difficulties have developed here in ascertaining the basic facts for its application in view of the nature of the wage schedules referred to above. In the Little Steel case the amount of increase granted was computed on the basis of the average hourly rate of wage. Here that figure has been hard to obtain from the innumerable separate wage rates, coupled with the rapid turnover of employees, and certain particularly complicating problems, involving the nature of the agreed-upon progression and other increases had by the employees since January 1, 1941. In any case, an average hourly rate is more a general guide to the attitude of the employer as to wages than a mirror of individual cases; and the possibilities of a distorted picture are increased here by the wide spread of the progression schedules. On the other hand, any attempt to apply the formula at each stage of the progression scale would lead not only to quite fantastic bookkeeping operations, contrary to the method followed in the Little Steel case, but also to a wholly unfair result which would give the greatest increase where it is least needed and least desirable. That precedent repudiates search for an illusory mathematical accuracy. It is to be noted also that it calls for further adjustments (beyond merely the application of the 15% formula to compensate for the rise in the cost of living since January 1, 1941) to eliminate inequalities or substandards of living.

Since there has been an actual increase in living costs of 16.5% in the Cleveland area, the union councils claim that as the applicable rate, instead of 15%. We understand recent decisions of the Board to be against this view. Case B203, General Motors Co., Sept. 17, 1942.

C. Progression Increases. The Company contends that all increases in wages due to the graduated scale of the progression schedules, when actually paid in 1941-2 even though in pursuance of earlier contracts, should be included in computing this 15% increase. We do n ot agree. There seems no reason to treat a contracted-for wage rate, based on a sliding scale—thus giving recognition to the value of experience and training and of promotion as an incentive—as less binding than one on a fixed scale. Such a rate is certainly not a response to an increase in the cost of living; it operates irrespective of such change. A contrary conclusion would lead to distortion of the progression, with results wholly inequitable; for the workers already at maximum would get their full 15% increase to compensate for increasing living costs, while those still climbing the steps would receive comparatively less. Thus previous inequalities in wages would be increased. The only basis for thus overthrowing the agreed-upon expectancies of the parties would be that any and all increased payments of wages should be forbidden as inflationary. That appears to be obviously impossible, even if thought desirable; the important increases to workmen as premium payments for overtime and the still more important increases in over-all wage payments due to expanding numbers in a time of great industrial activity certainly cannot be eliminated. A similar conclusion—that an agreed—upon graduated wage scale is nonetheless a true basic wage—is reached with persuasive reasoning in the report, previously referred to, in the Diamond State Telephone case, relying upon decisions of the Board, e.g., Montgomery Ward & Co., Inc.(192).

D. General Increases , 1941-2. The Company also contends that two general increases should be included in the computation; and that with these and with the progression increases, present rates are more than 15% higher than those of January 1, 1941. An increase was granted in January, 1942, which all agree should be included, though there is dispute as to its actual amount. The parties disagree completely, however, as to the effect of an increase during the year 1941, which followed upon negotiations had earlier. Since this increase involved particularly changes and adjustments in the progression scales, its amount is most difficult to compute. But moreover, the councils vigorously maintain that it, like the progression increases, should be included as part of the base rate and hence as not a part of the required 15% increase of the Little Steel formula. This the Company vigorously denies.

This 1941 increase was due particularly to the activities of the Plant Council. This council instituted its first wage negotiation (after its recognition by the Company) in 1939, which it abandoned by mutual agreement with company representatives. But beginning in May, 1940, it vigorously pressed for increases which were at length embodied in a formal contract signed December 18, 1940, effective January 12, 1941. The Traffic Councils made like demands, though allowing the initiative to be with the Plant Council. The Commercial Council was not then organized and the Company voluntarily granted these employees the increase in February, 1941. It is agreed that the Plant and Traffic employees are in similar status. It would be manifestly unfair to treat the non-unionized groups as in some other status. (In its offers the Company groups the female Commercial employees— which then included all but 25 of the total of about 875—with the Traffic employees.)

The negotiations of 1940 commenced just at a time of vigorous business activity in the Ohio area. The Company's annual report to its stockholders for 1940 points out, as a major development increasing telephone business, "In May, 1940, business activity in Ohio experienced a sharp rise which continued, almost without interruption, during the remainder of the year" due to the effect of the National Defense program upon the steel and other important industries of Northern Ohio. By September the negotiating committee, with representatives from both parties, recommended an increase, but this was rejected by the Company and the Union officials threatened to take the matter to "higher officials." The Company finally acceded in November, and the formal agreement was made as stated. The Company, however, required the increases to become effective at different times during the year 1941 rather than all at one time. The Company attributes its agreement to its anticipation of wage increases which would be required in 1941. Possibly this may have somewhat induced the Company finally to act, but it would seem unreal to reject seven months of vigorous pressure by a union during a period of increased activity as a proximate cause of the step.

Decision of this disputed issue may perhaps be unnecessary, in view of what seems to us the conservative nature of our recommendations, which we think justifiable without reference to it. A majority of the Panel conclude, however, that this issue is substantially the same as that of the progression increases just discussed, and the same arguments and conclusion apply. If a rate has been definitely bargained for and only the time of its taking effect is postponed, that is a part of the agreed-upon and contemplated rate; the employee should not be deprived of the benefit of that upon which he has counted just because his representatives have failed, by chance or otherwise, to secure as early a payment date as may have obtained in other plants. Any other result is to allow such an employee to be prejudiced, compared with employees of other concerns, by the rise in the cost of living, just as in the case of the progression rates. Hence here, also, unless and until the vain attempt is made to set a top upon the over-all total of all wage payments, such already negotiated wage scales should govern as base wage rates. There is, of course, a question as to when such bargaining should be held determinative, since the mere date of the final contract may be accidental. Here there is room for some dispute as to whether the contract should be fairly attributable to the negotiations or to the voluntary action of the employer or to both. In view of the time and length of the negotiations and their final culmination before the substantial rise in living costs had occurred, we believe they should be attributed, at least in the main, to the collective bargaining of the parties.

It is also important to note that this increase was made as a revision upward of the progression schedules. We show hereafter the difficulty of appraising its net effect. It may be questioned whether such a revision of a progression scale is not more a reduction or elimination of wage inequalities than a wage increase to meet the cost of living. Under the circumstances, including the time and manner of its granting, it doubtless so appeared to the workers themselves.

E. Over-all Increase Warranted. In view of the various complications adverted to, it is not surprising that the parties are not in agreement as to even the amount of the various wage changes. Indeed, the respective tables presented by the parties do not reach any common ground. Those originally offered did not afford us any basis for isolating the 1941 increase, and hence the Panel requested figures from the Company showing average hourly rates before, during, and after these changes. The Company then presented exhibits to that end--protesting, however, their validity under the circumstances.[1] These exhibits show the following:

	Av.hourly rate 1/1/41	Increase 1/12/41	Increase 1/11/42	Cumulative %
Plant	.935	.046 (4.9%)	.078 (8.3%)	13.2
Commercial	.625	.035 (5.6%)	.051 (8.1%)	13.7
Traffic	.544	.026 (4.8%)	.052 (9.6%)	14.4

These figures still fail to separate the two increase for application of the 15% formula. If we try to get a new base after the 1941 increase by adding it to the previous hourly rate--which will give at best an approximation and not the real 1942 average hourly rate--we would have the figures: Plant 98.1 ¢ per hour, Commercial 66¢ per hour, Traffic 57¢ per hour. The 1942 increases then become 7.9, 7.7, and 9.1% respectively of this base, suggesting deficits under the 15% increase of about, or just short of, 7¢, 5¢, and 3-1/2¢ per hour respectively. Including the 1941 increase will, of course, suggest much smaller deficits running from 1.8% to .6% of the base.

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[1] Because they do not include the progression increases (a point we have answered above) or changes in the "contour" or comparative rate of progression. The latter may be only elimination of inequalities; at any rate, we have no data to make separate computations of them or allocate them between the two increases. Our understanding is that they concern mainly the 1941 increase. The Company did file other tables showing average weekly earnings on May 2, 1942; but these are not on the Little Steel method and also include the progression increases.

While this seems to be the nearest approach we can make to the Little Steel computation,[2] the unsatisfactory nature of the process lends further stress to the point that it should be taken as more suggestive than authoritative. Moreover, we are already averaging the rates of quite unlike positions; the question arises whether we should carry the process still further to strike one average of the three groups before us. The wide range of rates which would thus be brought together is shown by the following table, made up from figures submitted by the Company at our request, which show the basic weekly wage rates to employees as of August 12, 1942.

Basic Weekly	Plant Council		Com'l Council		Traffic Councils		Cumulative
Wage Rates	Male	Female	Male	Female	Female	Total	Total
$15 or less	--	3	--	1	694	698	
15.01 - 17.	--	22	2	70	868	962	1660
17.01 - 20.	10	96	1	141	1066	1314	2974
20.01 - 25.	115	55	1	222	913	1306	4280
25.01 - 30.	352	22	2	169	1216	1761	6041
30.01 - 35.	120	57	2	131	481	791	6832
35.01 - 40.	78	14	1	100	18	211	7043
40.01 - 50.	269	1	4	22	10	306	7349
50.01 - 60.	627	--	10	--	--	637	7986
60.01 - 70.	--	--	4	--	--	4	7990
	1571	270	27	856	5266	7990	

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[2] Thus, besides other Company computations (of. note 1), the Plant Council, from figures of numbers of Plant employees and total weekly wages, deduced that the average hourly wage rate increased from .935 on January 1, 1941, to .949 on April 27, 1942. It also arrived at an average figure of about 6-2/3% for the 1942 increase by taking the average of the increase for the various classified positions. The Traffic employees, by thus averaging rates only, arrived at an average rate of $22.50 per week for such employees. Such computations are not without validity to picture the wage scales involved, but they are not the Little Steel method.

Average rates are affected also by changes in personnel of the employees, which are numerous in this Company. Between January 2, 1941, and May 2, 1942, there were 694 additions to and 316 separations from service of Plant employees, while with Traffic employees the figures were 2,100 and 977 respectively. It seems reasonable to suppose that the trend of these changes would be to lower the average by increasing the number of less highly paid employees.

All these factors lead us to conclude that pressing the computations further would not be informative, and that a fair conclusion must be made from the data already discussed as to the amount of increase indicated by the Little Steel formula. On this basis it seems to us that an intermediate figure of 5¢ per hour over-all average increase to meet the rise in cost of living is appropriate. The further question is then presented as to claimed inequities or substandard conditions which should be rectified.

F. Comparative Rates and Substandard Conditions. Various tables were introduced by all parties attempting to compare the Company's rates with rates in other businesses in the Cleveland area and elsewhere. Since the telephone industry is a specialized and skilled one, there is serious question of the worth of the comparisons and no conclusions seem justified other than the broad ones made in the Special Report in the Diamond case, supra, namely, that the top telephone rates tended to be higher than in other (or at least non-defense) industries, and the lower rates lower. As to the latter, the Traffic Councils presented an analysis made by the Women's Bureau of the Department of Labor indicating that the lower rates paid the Traffic operators were lower than the normal factory, railroad, or war defense rates paid female workers, and below a subsistence standard.

The data supplied by the Women's Bureau supported its conclusion that a budget representing the least amount adequate for a woman to support herself in health in Cleveland, Ohio, is now $24.02. This is a figure faily comparable to other such budgets, prepared in various states for the application of minimum wage laws for women and minors. It is less than such budgets in representative industrial states, such as California, New York, New Jersey, and Pennsylvania, where the required amount would be approximately $25 to $26 per week. It makes no allowance for income taxes which will now be due from lower income groups or for the purchase of war bonds and stamps. A District of Columbia budget making such allowances is now $30.35 a week. Further, these are minimum figures, while evidence was introduced by the Traffic employees that Bell System operators were required by the system to maintain relatively high standards of personal appearance and living, as well as to possess intelligence and skill above the average of women workers.

The Women's Bureau also introduced figures showing entrance rates for women in small arms ammunition plants from $18.40 to $23.20 for a 40-hour week, and in the aircraft industry of $24 per week, exclusive of overtime, with rapid rates of progression in a few months' time. Average rates for women in railroad offices in 1940 ranged from $28.38 per week in Philadelphia (the lowest for the five cities studied) to $33 in Kansas City, Missouri.

Also before us was a comparison of Ohio Bell rates with other Bell System rates; these in general show higher rates in the east than in other parts of the country, with Northern Ohio rates somewhat lower than nearby rates in comparable cities in the east, as well as in Pennsylvania and West Virginia. 3

In the light of such data the Company's basic wage rates disclosed in the table set forth above are too low in the lower groups. Thus, of 7,990 Ohio Bell employees here involved, 2,974 (of whom all but 13 are female) received as a basic wage $20 or less per week, while 698 receive $15 or less, and 4,280 receive $25 or less per week. Thus 36% receive $20 or less per week and substantially more than half receive $25 or less per week.

The Company contests any claim of substandard conditions and claims, by sampling tests, that real earnings of Traffic employees are substantially increased by premium payments for evening, night, Sunday, and holiday work at an average of $2.46 per week. Using these figures, and supplementing them by the Company's offer of an advance to these employees, the minimum standard would be exceeded. It would seem doubtful that premium payments for special work performed should be included in an analysis of minimum wage rates for adequate living costs; but even the addition of the average of premium payments leaves the earnings of female workers low. Indeed, this is substantially conceded by the Company in giving as its reason for the proffered increase in wages the great difficulty it has experienced in securing and holding its female employees. Among other difficulties, a peculiarly acute situation developed in Dayton, where the higher wage paid women workers in defense activities, plus the expansion of telephonic business, has compelled the Company to transfer operators there at increased cost.[4] As yet, female telephone operators have not been ordered to remain at their jobs as a war measure; one may expect that no such steps will or can be attempted, at least until their wages more nearly insure them adequate living and compare more favorably with other defense activities.

We conclude that a further allowance should be made to bring up the wage rates of the lesser paid employees. Under the circumstances an allowance of $1 per week (2-1/2¢ per hour) for at least the group of 2,974 would seem reasonable and conservative.

G Total Weekly Wage Increase Recommended. The total amount of increase wage thus recommended, i.e., 5¢ per hour over-all, plus 2-1/2¢ per hour additional for the lower group, would amount to a little short of $19,000 per week on the basis of the pay roll for August 12. It should be noted that the Company's various offers to its employees would give a figure approaching $17,000 per week, for they ranged from 5.1¢ per hour to just short of 5-1/2¢ per hour. Of course, the Company should not be penalized for having made offers of adjustment; but since the Company frankly states that these, notably in the case of the Traffic employees, were affected by the Company's acute need of personnel, they can be taken as practical business judgments of the steps needed to at-

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[3] Average weekly top rates for telephone craftsmen in the twenty largest cities showed $66.80 for New York, $65.80 for Newark, $64 for Washington, D. C., $63 for Chicago, Philadelphia, Baltimore, and Pittsburgh, $61.20 for Boston, $59.20 for Detroit and Buffalo, $59 for Cleveland, and from $50 to $56 for the other nine cities. A map on file gives comparisons among Ohio, Pennsylvania, and West Virginia cities. Salaries for Traffic operators showed an even larger progression than 10 years in most cities, but top rates of $32 for New York, $31 for Newark and Washington, and $29 for Cleveland. For tables showing similar results, see the Report in the Diamond State Telephone Company case, cited above.

tract and maintain an adequate working force. Certainly any wage adjustment which would forbid the Company paying a rate sufficient to maintain its personnel would be impractical, as well as harmful to the general defense effort.

H. Distribution of Increase Recommended. Our discussion so far might indicate that the increase should be divided as $3 per week to those employees receiving $20 or less and $2 per week to all others affected. Such a result is possible on the evidence before us. We believe, however, that some further modification to give the greater increase where the need seems most acute is desirable. It seems more practical, as well as within the general intent of the Little Steel decision, to distribute the increase in a way best calculated to meet the living conditions of the workers, as well as the Company's needs of an adequate supply of employees. Accordingly, we recommend that the literal conclusion thus indicated should be modified to this extent, that the increases be made thus: $3 per week to those receiving $25 or less, $2 per week to those receiving from $26 to less than $36, and $1 per week to those receiving $36 or more.

The Company has offered to make certain adjustments in the higher wage scales by consolidating the top gradations. We think such changes are desirable, and recommend that the directive order permit the Company to do so, even to the extent of making some modifications in wages paid the top group (for which we have recommended the $1 increase) should that be necessary.

I. Date of Wage Increase. By agreement of the parties all increases should be effective as of January 12, 1942.

II. Union Security. The Company's objections to union security clauses in the wage contracts have been stated above. It already deducts dues from the

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[4] The Traffic Council complains of the extra payments made to the operators transferred to Dayton, stating that these payments amount to inequitable bonuses, further disturbing labor conditions affecting its members. The Company replies that the payments are only reimbursements of extra expenses.

wages, making a service charge therefor, and points to that as an additional circumstance showing that such clauses are not needed by these union councils.

The councils have shown their stable organization, with appropriate constitutions and by-laws, their connection with the Ohio Federation of Telephone Workers, and, in turn, with the National Federation of Telephone Workers. Save for the one matter, affecting the Plant Council alone, the strike of July, 1942 (hereinafter discussed), there is no ground to question the responsibility of these organizations of workers.

A. Union Security Desirable. On the whole, we think settled labor relations in this important business will be promoted by the assurances of security which clauses maintaining at least the present membership of the unions will afford. Union stability seems unusually desirable in a public utility where the workers must be subject to highly responsible control in order that the public service be not interrupted. Here the Commercial Council clearly has not acquired full strength, and is hardly strong enough to make such support unnecessary. Nor do we think the other councils have acquired such a strong position with their workers as to make this security undesirable. This is their first major test of strength since becoming independent of company direction. Our recommendations are not extensive enought to strengthen their position with their members. Particularly is this true as to the Plant Council, the oldest in point of time. It seems, too, that there is some competition among these councils themselves, which should be lessened or stopped. And finally the history of the Bell System is such as to indicate the desirability of strong union representation. We have already adverted to the matter of negotiating new wage progression schedules. But during the last depression it appears that Bell employees suffered heavily compared with the stockholders of the parent system.[5] Realizing the possibility of a postwar depression, strong union representation seems necessary to avoid a repetition of this history.

As to the Company's claim that no change is possible until a year after the making of the contract, the basic contract providing for working conditions allows renegotiations on notice. See Article VI, which is quoted above. True, the separate wage contracts refer only to certain matters affecting wages as subject to further negotiations, with no revisions effective before July 12, 1942; but it seems clear that any limitations on negotiations applied only to the wage agreements, and not to the general working conditions of the main contract. The point seems rather technical at best, for at the latest the new provisions could be settled by January next.

We therefore recommend clauses for union maintenance of usual form to be inserted in the contracts of the Commercial and Traffic Councils.

B. The Strike of the Plant Council. This lasted for about 48 hours; it was called off by the officers of the Plant Council when so requested and directed by public officials in Washington. The employees showed discipline; even though the strike became increasingly successful, the employees went back to work at once when so ordered. The officers claim that the strike was necessary because the Company broke off negotiations. The strike was only in the Northeastern Area represented by this council. The Traffic and Commercial Councils were not involved.

While this was an unfortunate step upon the part of the officers of the Plant Council, we are not sure how drastic a penalty should be inflicted upon them. There has been some doubt as to the meaning of defense industries, and we do not understand the officials of the various telephone workers' unions to have made the public promises of relinquishing the weapon of the strike as have other national labor leaders. Doubtless they would have done so had they been viewed as a defense industry; but we understand that to date these

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[5] During all the depression, and up to the present time, the American Telephone and Telegraph Co. has paid the unusual dividend of 9%, although it was not earned each year. Bell System employees were reduced from 454,500 at the end of 1929 to 269,000 at the end of 1935, a reduction of 184,600, of whom 120,000 were telephone company employees, over 77,000 being women operators. In 1931, the five-day week was established, and salaries were reduced correspondingly by 8-1/3%, or a total of $139,000,000 in decreased pay-roll expense in 1935, as compared with 1929. Management salaries have been generous. Danielian, A. T. & T.: The Story of Industrial Conquest (1939) c. 9, and especially pp. 90, 209. This is Traffic Councils' Ex. 11 and is based on an investigation authorized by Congress in 1935 made by the Federal Communications Commission.

officials feel somewhat overlooked or forgotten in the national labor picture. The Plant Council is a young, perhaps immature, union, but it showed proper responsibility, once the issue was placed before it. The Board has been properly strict in refusing to condone strikes against the war effort, but it has also asserted that it was interested only in the matter of union responsibility and would eschew anything which was only punishment or a penalty for misdoing. Case B209, General Chemical Co., Sept. 19, 1942. Since our wage recommendations are comparatively less favorable to the Plant demands than to those of other councils, we think it possible that further distinctions between these groups might have undesirable repercussions and perhaps tend to lessen the responsibility, as well as the officers' control, over this group. On the whole, we believe that stable labor relations will be advanced by grant of the same protection to the Plant Council as is given the other councils, and we so recommend.

Should, however, the Board feel that some penalty should be imposed on the Plant Council, we recommend that opportunity be given this council to secure the same protection given the others within a period of not over six months.

III. Reimbursement for Wages Lost Because of the Strike. During the strike of the Plant employees, certain members of the Commercial and Traffic Councils declined to cross the picket line and therefore lost a day's or two days' work. They have made claim for reimbursement of this amount, saying that it is the usual practice of the Company to pay for absences due to sickness and like causes. It appears, however, that, while the Company does pay for such necessary absences, it has always assumed the right to decide whether or not the ground is adequate and to refuse payment for absences which from its standpoint it considers unauthorized.

The Board's position seems now clear that no allowances of any kind will be made for stoppage of work due to labor trouble. Case B201, Sept. 17, 1942, involving 114 motor freight companies in Pittsburgh, and citing President Tobin of the International Brotherhood of Teamsters, A.F.L., that union members should cross picket lines unless they have received orders to the contrary from the

International. Hence we do not recommend reimbursement here.

Respectfully submitted,

NATIONAL WAR LABOR BOARD

In the Matter of: : October 15, 1942

THE OHIO BELL TELEPHONE COMPANY :
Cleveland, Ohio

and :

THE OHIO FEDERATION OF TELEPHONE WORKERS, INC. :
(PLANT EMPLOYEES: ACCOUNTING, DIRECTORY, AND Case No. NWLB-337
COMMERCIAL EMPLOYEES: AND TRAFFIC EMPLOYEES) :

:

DISSENTING AND CONCURRING OPINION OF JAMES G. HANES

I respectfully dissent from the recommendation of the majority on the issues of

1. Wages
2. Union Security

1. Wages: The Company offered information showing conclusively that wages paid by the Company in January 1, 1941 in all departments were comparable to wage rates generally in the community in which they operated and that the wages paid by this Company compared favorably with the wages paid by other Bell Companies. No evidence was produced by the Union to prove that wages were substandard prior to January 1, 1941; nor was any proof offered that present wages do not compare favorably with similar work in the various communities in which they operate. The Chairman in his discussion looks with favor on the argument of the Union that wages bargained for in 1940 to be paid in 1941 should not be considered part of the 15% necessary to satisfy the Little Steel formula. I contend that the Board has never agreed with this opinion in any of its decisions and that the increases in the wages given by the Company, effective in the years 1941 and 1942, should be considered sufficient to offset the increase of the cost of living. The Company offered evidence to prove that the percentage of the amount of increase in the case of the Plant is 20.1%; in the Com-Department 22.1%; in the Traffic Department 19.6%. These figures include the progression increases which were bargained for by the Union, and which the

Company claim are a part of the regular wage increase. If, however, these increases are taken out, the increase in wages since January 1941 would amount to 13.2% for the Plant; 13.7% for the Commercial Department and 14.4% for the Traffic Department. It is, therefore, apparent that if The Little Steel Formula is strictly adhered to and no increases are counted except the blanket over-all wage increases made effective during the years 1941 and 1942, the plant would be due an increase of 1.8%; the Commercial Department 1.3%; the Traffic Department .6%. During the negotiations previous to the hearing before the Panel, the Company had made certain wage offers to settle this dispute, and during the negotiations before the Panel the Company renewed and amplified these offers, all of which were rejected by the Union. These offers are set forth in the Panel report and I see no need to repeat them here. I am, therefore, of the opinion that under the Little Steel Formula impartially interpreted, no wage increase is permissable in this case. If the War Labor Board agrees with majority of opinion that bargained progression increase should be taken out then an increase of less than 2% can be allowed in all departments. The Company has said that due to war activities in the plants in the neighborhood in which they operate, the demand for women has increased and their plants are offering starting rates for women in excess of those of this Company. The Company frankly states therefore that it is necessary for them to be allowed to increase their starting rate for women in order to maintain a satisfactory working force. I am, therefore, of the opinion that any increase allowed should be distributed by the Company throughout the organization in order to adjust certain inequalities throughout the organization between the departments and between various cities in which the Company operates.

2. Union Security: The Union asked for Union Security, giving the usual reason for such request but was unable to offer any unusual circumstances sustaining their request. The Company on the other hand denies the necessity for Union Security. The Company pointed out that when the Union reported a majority of its employees, the Company agreed without a motion to accept the Union as a bargaining agent for all employees claim by the Union and negotiated a contract immediately. The Company agreed and it is part of its contract that it should deduct dues which are paid to the Union. The Company has always willingly and in good faith bargained with the Union. Both the Company and the Union agree that their relations have been pleasant, harmonious and mutually beneficial. There is not at the present time nor has there ever been a rival Union in the Plant of this Company. The Company pointed out and the Union agreed that the Telephone is the most important medium of rapid communication and that the military offense and defense of the Nation is dependent on telephone communications. The Company therefore contends that no clause should be put into this contract which would make it possible for any group to interfere with this most necessary service. The Company also pointed out that the majority of its operatives are highly skilled and specially trained for duties peculiar to the Telephone Company, therefore, should they be denied employment due to a misunderstanding with the Union, it would be necessary for them to accept employment unsatisfactory to them due to the fact that their skill would not in the majority of cases, be valuable to other companies. The employees of this Company have also certain benefits which become more valuable each year of their employment, such as, the right of pension, sickness and accident payments, vacations with pay, therefore; any employee denied employment through misunderstanding of the Union would lose their benefits. The War Labor Board has held in various cases that the Union calling its members out on strikes for duration of the present emergency should be denied the Union Maintenance Clause. The plant employees went out on strike while its case was pending before the conciliation service of the Board. There was also a Sit-down jurisdictional strike during the same year. The Chairman of the Panel excuses these

strikes due to the fact that the Union is young and immature and should not be punished for its misdoings. On this subject, the War Labor Board in the case of Detroit & Cleveland Navigation Company, August 7, 1932, sets forth in its decision an opinion on this point, which I would like to quote:

> "However, during recent weeks unauthorized and outlaw stoppages of work have been on the increase. Although they have not reached any serious proportions, they nevertheless are shocking to the national morale and thoroughly in conflict with the country's war efforts. Understandable as they may be to the workers involved, they are not understandable to the American people. They are going to become even less understandable in the days to come as our people face unflinchingly the realities of this war. They must stop."

The Union in this case have National connections and knew perfectly well that there was ample means for settling their difficulties. They were also aware of the fact that an organization as important as the Bell System should not under any circumstances be stopped while the Country was at war. The Strike was well organized; picket line maintained around the plant; employees were urged not to cross the picket line. A number of the employees who did cross the picket line and reported for work were called from the outside by telephone, and after receiving such calls left their work and joined the strikers. The statement was made and not denied by the Union that a number of the employees reporting for work were told by the strikers that they would be dealt with when the Union was granted the power to discipline such members. I am therefore of the opinion that the Union does not need a Maintenance Clause and has not conducted themselves in a way that would deserve granting Union Security in this contract. I am also of the opinion that the Union Security contract in an organization as vital as the Telephone Company would be a menace to our war effort. Ample machinery is provided to guarantee fair and just treatment to labor.

3. Reimbursement for Wages Lost Because of the Strike:

I agree with the majority opinion that no reimbursement should be ordered to any employee not reporting for work during the strike.

/s/ James G. Hanes

Traffic Councils' Negotiating Committee
SPECIAL BULLETIN

The following letter was dispatched to Dr. Harry Schulman, Chief Expeditor of the War Labor Board, because of the long delay in getting a decision on our Wage case, and because of the extremely critical situation in Dayton due to the transferee condition:

"Dr. Harry Schulman,
Expeditor, War Labor Board,
Department of Labor Building,
Washington, D. C.

December 3, 1942

Dear Sir:

The city of Dayton, Ohio, is a hot-bed of problems, due to the transferee situation. Dayton is a vital defense area. Approximately 1100 war calls per day originate from the Patterson and Wright Fields alone. On November 20, 9300 calls originated in Dayton. These figures don't include the thousands of incoming calls which probably exceed the outgoing calls. Most are war calls.

The Ohio Bell Telephone Company has been recruiting operators from all over the state into Dayton due to their inability to keep the local workers on the job because of low wages.

The transferees have been receiving (in addition to the wages on the Dayton schedule) an expense voucher covering all their living expenses, less the sum of four dollars ($4.00).

These payments vary from eighteen dollars ($18.00) to twenty-two dollars ($22.00) per week. In other words, the transferee has a chance to earn anywhere from forty-five dollars ($45.00) per week on a five-day week and no Sunday work to sixty-one dollars and thirty cents ($61.30) per week working on Sunday, 6 days and evenings.

Most of the transferees are from lower paid towns and they, in addition to the above, receive a boost in their weekly rate ranging from two dollars ($2.00) to six dollars ($6.00).

Contrasted to the above is the plight of the local Dayton operator who must struggle along on the local rate which is less than twenty-seven dollars ($27.00) per week, because the majority of the operators average three years' service and that rate is twenty dollars ($20.00) per week. This discrimination in the payment for the same job is causing an almost unsurmountable breakdown of morale among the workers.

The same situation is about to appear in other Ohio cities like Akron, Cleveland, and possibly other cities.

The company is beginning to recognize and admit the seriousness of the situation and its management is going so far as to tell their workers that they would like to do something about it, but their hands are tied.

Since June, 1942, the Union has been endeavoring to convince the company of the serious outcome of such flagrant discriminations if they are continued. The answer now made by the Company is that the whole question involves wages and that the issue is now before the War Labor Board.

There is a constant migration of employees out of this essential industry. **THE NEGOTIATING COMMITTEE SEES NO OTHER SOLUTION TO THE PROBLEM BUT THAT IN ALL CASES WHERE TRANSFEREES ARE NEEDED IN VITAL DEFENSE AREAS, THAT ALL WORKERS IN THOSE AREAS GET THE SAME COMPENSATION.**

The Panel Report was issued October 10—seven weeks ago, and recognized (Page 15) the situation as "acute", but offered no solution or suggestion. The passage of time has added to the difficulties so that now instead of being "acute" they have passed the crisis, and only speedy and drastic action can prevent an upheaval which both the Union and the Company in the interest of the war effort want to avoid.

It is imperative that a decision be rendered by the Board in the Traffic case, and that the situation regarding traffic employees be not confused with any other case that is before the Board. Further delay may create an impossible situation in the telephone industry in Ohio and if such a situation occurs in Ohio it will spread and affect the entire telephone industry of the United States.

This Union is composed entirely of women.

If you consider it advisable, we will come to Washington on your call. Our telephone number is PRospect 8340."

Very truly yours.

Theresa Donahey, President,
Traffic Council, Northeast Area

Iva Kokensparger, President,
Traffic Employees Council, Southwest Area

Lucille Wallace, General Chairman,
Negotiating Committee

Stella Daniels, Chairman of
the Southwest Area.

5 7

THE TRAFFIC COUNCIL
OF
THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.
750 PROSPECT AVENUE
CLEVELAND, OHIO

Received
Oct 26/42

October 23, 1942

Miss Elizabeth Christman,
Womans' Bureau,
Washington, D. C.

Dear Miss Christman:

Enclosed is a copy of the recommendations of the Panel as will be given to the War Labor Board.

You will note that the information compiled by your department has helped us a great deal.

Thanking you again and assuring you that we will keep in touch with you, I am

Yours very truly,

Lucille Wallace
General Chairman, Negotiating
Committee

LR:m

Telephone Co. August Profits Gain $141,000 Over 1941

Revenues for Month Reach Record High

By RICHARD BORWICK

The Chesapeake & Potomac Telephone Co., in one of the best earnings statements in many months, reported yesterday net profits in August of $230,405 compared with $89,334 in the same period last year, an increase of $141,000. This brought earnings in the first eight months to $983,779, slight decrease of $62,000 under the January-August period a year ago.

Charles A. Robinson, vice president and general manager of the Chesapeake & Potomac, said that August revenues, reflecting the boom in the telephone industry here, jumped $650,000 to a record high of $1,965,882 against $1,315,697 in August, 1941. Operating expenses climbed about $400,000 to $1,413,475, while taxes, figured on 1941 rates, required $197,440. Robinson emphasized that the net income will be less than currently reported to the extent that 1942 taxes are increased retroactively.

Revenues Increase

For the eight months, revenues increased by one-third to $13,431,076, although expenses, including taxes, climbed 37 per cent. The number of telephones in service at the end of August was 350,446, more than ever before recorded in this city, and 49,000 greater than last year. At the same time, the volume of calls jumped from 35,700,000 to more than 39,000,000. This exceptional activity caused a sharp rise of almost $14,000,000 in the investment in telephone plant, which was valued by Robinson at $73,600,000.

Washington's building and loan associations, which have combined resources of more than $175,000,000, were asked yesterday to buy for their own account close to $4,000,000 in U. S. Government bonds, as part of the nation-wide effort by the U. S. Savings and Loan League to raise $100,000,000 from this industry before the close of the year. Edward C. Baltz, secretary of the Perpetual Building drive, said that a Victory Bond Association and chairman of the rally will be held at the Mayflower Hotel on October 6, starting with dinner at 6:30 p.m.

CHARLES A. ROBINSON
Gives Financial Report

Clarence E. Kefauver, presiding yesterday at a meeting of the D. C. Building & Loan League, anounced that the annual meeting and election of officers and directors will be held October 27. Edward L. McAleer, Chapin Bauman and E. K. Jones have been appointed to the nominating committee.

Loans Gain in Year

F. Willson Camp, in his monthly report, disclosed that despite severe curtailment in construction, the city's home savings institutions boosted their loans during the year. At the close of August, outstanding real estate loans amounted to $165,218,931 compared with $158,382,107 in 1941, a gain of $6,836,824. The volume of share money invested with thes companies rose from $146,0000 last year to a new high this Aug of $155,170,000, up more than 000,000. Total resources to $177,254,268 as compa $168,246,625 last year, revealed.

WASHING

DAILY REPORT ON WASF EGG AND LIVE POULTRY
Agricultural Market Ad
(Prices Paid Net F.

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natl War Labor Bd

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Dayton

Shainor
Frost

5/3/51

Natl War Lab

Ohio Bell Tele Case

March Fifth
1 9 4 3

Mrs. Stella Daniels,
The Traffic Council, Ohio Federation of Telephone Workers,
750 Prospect Avenue,
Cleveland, Ohio.

Dear Mrs. Daniels,

Confirming our wire to you this morning, (March 5)-

"Sending information response your wire. Air mail or special by Monday".

Enclosed are three tables, which I hope contain the type of information useful in preparing your case to be presented at the hearing next week before the National War Labor Board.

Good luck and my greetings.

Sincerely yours,

Elisabeth Christman
Field Representative

STANDARD FORM No. 14
APPROVED BY THE PRESIDENT
MARCH 10, 1926

TELEGRAM

OFFICIAL BUSINESS—GOVERNMENT RATES

FROM Labor Department
BUREAU Women's Bureau
CHG. APPROPRIATION Sal & Exp. 1943.

U. S. GOVERNMENT PRINTING OFFICE 10—1723

Mrs. Stella Daniels,
Ohio Telephone Workers Federation
750 Prospect Avenue,
Cleveland, Ohio.

March 5, 1943.

Sending information response your wire. Air mail or special by Monday.

Elisabeth Christman

....PLS ACKP

WOMEN'S BUREAU
MAR 4 1943
DEPARTMENT OF LABOR

RET6WUY 406PTHANK YOU

VGA ET

WU P146 21

CLEVELAND OHIO MAR 4 350P 1943.

MISS ELIZABETH CHRISTMAN

PHONE WOMENS BUREAU DEPARTMENT OF LABOR

OUR CASE UP FOR HEARING NEXT WEEK CAN YOU FURNISH US INFORMATION BY MONDAY MARCH EIGHTH PLEASE REPLY VIA RETURN WIRE

STELLA DANIELS.

410P

Ohio rates
sent B Coyne Baits
3/1/43.

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

A. N. WILLIAMS
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

SYMBOLS

DL = Day Letter
NT = Overnight Telegram
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the [illegible] on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

HA50 46 NL=CLEVELAND OHIO 23

files

MISS ELIZABETH CHRISTMAN
=WOMENS BUREAU DEPT OF LABOR WASHDC=

TRAFFIC CONTRACT EXPIRED FEBY 15 NEGOTIATIONS DEADLOCKED STRIKE AVERTED BY CERTIFICATION TO WAR LABOR BOARD CONFERENCE SCHEDULED IN WASHINGTON DC, WITH DR SCHULMAN THURSDAY FEBY 25 11 AM WOULD APPRECIATE A MEETING WITH YOU AT 9 AM THURSDAY WILL ARRIVE CAPITOL PARK HOTEL 1030 PM WEDNESDAY=

STELLA DANIELS OHIO FEDERATION OF TELEPHONE WORKERS.

15 25 11 AM 9 AM 1030 PM

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

After considerable negotiation between the Officers of the Union and Mr. Bullen of WLB and Mr. Gill of the Regional Office of WLB and Mr. J. A. Greene of the Ohio Bell Telephone Co. - the following agreement was reached - The terms of which are outlined below -

Having been certified to the WLB earlier in the day - The Union is confident that with this assurance and early settlement will be forthcoming.

NATIONAL WAR LABOR BOARD

AN AGREEMENT BETWEEN
THE OHIO BELL TELEPHONE COMPANY

and

THE TRAFFIC COUNCIL,
OHIO FEDERATION OF TELEPHONE WORKERS

1. The strike set for tomorrow morning will be called off at once, and operations will be continued without interruption.

2. There will be a meeting of company and union officials with Mr. Harry Shulman, director of disputes for the National War Labor Board, in Washington by Thursday of next week, to discuss the controversy preliminary to a panel hearing.

3. There will be a hearing on the issues before a tripartite panel of the board within three weeks.

4. It has been agreed by the company and the union that, if any wage adjustments result from these proceedings, either by agreement of the parties or by order of the board, the adjustments will be retroactive to February 15, 1943.

5. It has been further agreed by the company and the union that the above provisions will be inoperative if there is a strike while the proceedings before the board are in progress.

Signed at Cleveland, Ohio at 8:30 pm, this 20th day of February, 1943.

For the Traffic Council, Ohio
Federation of Telephone Workers:

(sgn) Theresa R. Donahey
For the Traffic Council N.E. Area

(sgn) Jeannette Reedy
(per) Lucille Wallace
For the Traffic Council S.W. Area

For the Ohio Bell Telephone
Co.:

(sgn) J. A. Greene
(Vice President)

For the National War Labor Board:

(sgn) Frederik H. Bullen
(Director of Disputes, Region Five)

(sgn) Lewis W. Gill
(Chairman, National War Labor Board)

Received
Feb 25/43

2/25/43

DEMANDS

1. Reclassification of major cities in Ohio which would mean a reduction of the 7 wage schedules to 6.

   The major cities are:

   ½

   Toledo
   Akron
   Dayton
   Youngstown
   Columbus - which are on Schedule 2.

   Reclassification would bring them up on schedule 1.

2. $3.00 increase for all operating, clerical and Dining Service Employees.

3. Wage adjustment for Dayton workers comparable to wages received by transferees.

4. Differential increase for evening and night work on schedules 5, 6 and 7.

5. A reduction in the 10 year progression.

6. Reduce overall 9 hour all-nite shift to 8 hours.

7. Reclassification of clerical jobs.

2-19-43

REPORT
OF
JOINT NEGOTIATING COMMITTEE

THE TRAFFIC COUNCILS
OF
THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.

On January 14, 15 and 20th the Joint Traffic Committee met with Management endeavoring to negotiate a 1943 wage contract that would correct some of the many existing inequalities, not solved by the Directive Order. Namely:

1. A reclassification of the major cities in the State, and a reduction of the present 7 schedules to 6.

2. The difference between the $2.00 granted by the War Labor Board and the original demand of $5.00.

3. A satisfactory solution to the Transferee situation.

4. An increase in the evening and night differential in Schedule 5, 6 and 7 on the same basis as granted in Schedules 1, 2, 3 and 4 by the War Labor Board.

5. A reduction in the 10 year progression in the operating and clerical groups.

6. A reduction of the night hours from 9 to 8 hours overall.

7. An adjustment in the entire clerical group.

In these meetings it was very evident that the Company Representatives were of the opinion that the "Directive Order" recently issued in our Case #337 took care of the problems we are faced with.

While the Panel recognized the many inequalities and recommended that they be bargained out by the Company and the Union, the Company refused to come to an agreement on any of the issues and stated that their answer can be nothing else but NO.

The next step was a series of Mass Meetings which were held throughout the State between January 20th and 29th, wherein the membership was given the full report of negotiations together with Management's reaction and their refusal to give any consideration to the demands of the Union.

The membership instructed the officers to go "All The Way" in their effort to secure their demands.

Mr. Thos. W. Robertson, Chief of the U. S. Conciliation Service, Dept. of Labor, Cleveland Area, intervened after the breakdown of negotiations, calling a meeting of the Company and the Union in his office for Friday, February 19, 1943.

Following the usual procedure in such meetings the Conciliator asked the Union and the Company to state their position - which they did by presenting their arguments on all the above mentioned items.

The Committee contends that allowance must be made for wage adjustments due to the increased cost of living, especially to the Telephone operator whose wage has never been adequate.

Failure to do so will mean that the wages of the Telephone people instead of being stabilized, will be cut into with resulting privations and inability on their part to maintain a productive efficiency, which is so necessary for the war effort.

These wage adjustments can be met by the Ohio Bell Telephone Company due to the enormous increase in profits resulting from the rapidly expanding volume of production.

In our hearing before the Panel the Traffic Councils brought out the fact that there would be a recurrence of Telephone cases before the War Labor Board unless a formula was set up for the telephone industry.

Since our hearing in August the Labor turnover has almost doubled. For the State 651 entered the service and 623 left the service. Certainly these figures furnished by management, indicate that the wages paid are inadequate.

The Company is depending upon the freezing of labor and certain changes in the State laws governing hours of work for women to solve their problem.

The Union pointed out that the reaction of these underpaid skilled workers is such that the Management is greatly concerned over their "Morale."

It was also pointed out the morale of the workers is at an all time "low".

The Company stated that their position was the same and that nothing had happened to warrant an increase at this time.

Management repeatedly took refuge behind the "Directive Order" as a cure-all for all their problems. Later, Mr. Robertson convened with the Management group - only with the same result - A FLAT NO!

Your Committee, after hearing the results, asked that the Management be brought in to verify this answer of NO.

This question was put very bluntly to Mr. Greene, "What is your answer on these items"? He stated that it was A FLAT NO!

Your Committee stated that in view of the uncooperative attitude of the Company and of the failure of efforts on behalf of the Conciliation Service to bring about some sort of settlement, their only alternative was to take a STRIKE VOTE.

THIS HAS BEEN DONE!

BOTH EXECUTIVE BOARDS VOTED UNANIMOUSLY TO STRIKE!

NOW AS NEVER BEFORE we must show our strength by a successful strike.

Every officer is duty bound to work toward that end. Your Committee knows they have your backing! We are depending upon the cooperation and support of every member and officer to once and for all show this Gigantic Corporation -

WE'RE NOT FOOLING!

Contact your Executive Officers for detailed instructions on the procedure to be followed.

Stella Daniels,
Chairman - Negotiating Commit

The Telephone Worker

Joseph A. Beirne, Vice-President, National Federation of Telephone Workers.

FEBRUARY 1943

"Let each of us remember that none of us may be the wisest of men in the NFTW, and let us respect the opinions and judgment of those who may differ with us. We have an enormous job to do. The success or failure of unionism in the telephone industry may be in the balance. These things every delegate must give full consideration to."

Mr. Beirne

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on

The Words of Mr. Beirne

Are the words of our Vice-President prophetic?

Is Unionism in the telephone industry in the balance?

Are we just normal human beings seeking an answer to that oldest of human desires: economic security and freedom of action?

Yes, on all three counts.

Read Mr. Beirne's statement before the Eighth National Assembly. It is on the front cover. You will find the exact status of The National Federation of Telephone Workers. You will find a reflection of the feelings of the Eighth National Meeting. You will find the heart and core of the Telephone Union movement. You will find the warp and woof of the yearnings of all workers; the desire to maintain the dignity and liberty of the common man and to establish him in the economic picture as an asset rather than a liability. You will find a humble admission that we don't set ourselves up as ideals, but rather as idealists. Idealists confronted with the problem of facing reality.

Reality is now before us. We must build a National Federation of Telephone Workers along the lines of the Ten Commandments. We must facilitate the organization by mutual trust and understanding. We must forego personal ambition. We must think of the common good. Only to the extent that we, as workers in a growing movement, can do these things can the movement rise above the 'politician' status and achieve the high mark of service to humanity.

Every one of us faces a solemn task. We must break the fetters that tie us individually, but we must not break the bonds that bind us together in a common cause.

The outlook for the National Federation is indeed bright. Brighter than ever before. For the first time mutual understanding was evidenced at a National meeting to the extent that 90% of the delegates voted to become an integral part of The National Federation of Telephone Workers, leaving the 'AUTONOMY' clause to the vote of all the telephone workers of America. This is a long step forward. Telephone workers' problems are as common throughout the United States as BELL SYSTEM PRACTICES. We are about to face our problems on a National basis. This is the only manner in which they will ever be solved.

Let us refer to resolution number one of the Eighth National Assembly in Cincinnati and study it closely. In it lies the answer to the representation problem of the telephone worker.

Get behind it and support it heartily. A cause was never more worthy. The fruits thereof were never more potentially abundant.

The Editor.

TABLE OF CONTENTS

Features:

Page

NFTW Meets in Cincinnati 3

Convention Acts on Vital Issue 4-5

A Little Matter of About $30,000,000 6

Washington News 7

Delegates and Organizations at 8th Nat'l Assembly 8-9

Plant Panel Meeting of the 8th Nat'l Assembly .. 10-11

The Woman's Page 12

The Big Job Ahead 13

Post-War Planning 14

Labor News and Views 15

The American Red Cross Reports 16

Notice to Annual Subscribers

Your subscriptions have been extended to make up for the issues skipped, and you are assured of receiving full 12 issues.

Managing Editor

Entered as second-class matter Dec. 19, 1942, at the Post Office at Milwaukee, Wisconsin, under the Act of August 24, 1912. Issued monthly by the National Federation of Telephone Workers. Publication offices at 239 E. Chicago St., Milwaukee, Wisconsin. Editorial offices at 306 N. Charles St., Baltimore, Md. Annual subscription price $1.00.

FWTW — News

Editor: MARY C. YOUNG

Supplement For The Federation of Women Telephone Workers of Southern California

A Plea for Unity

By Donald Buckley

"HERE IN SOUTHERN CALIFORNIA we have four telephone unions, Traffic, Plant, Commercial, and Accounting. The history of these four Unions to this date is the History of individual struggle, each Union maintaining its own individuality, even though in a great many cases, problems were mutual. In the structure of the Telephone Company, departmental lines are rigid insofar as internal operation is concerned, and yet it is difficult to conceive of the Management in one department doing anything which would conflict with the operations of another department. Is not that an object lesson for us as unions?

"We must recognize the fact that fundamentally the problems arising within these separate Unions are similar. Wage increases, progression schedules, hours of work, vacations, etc., are the same problems no matter in what Union, or department, one happens to be.

"There is an old saying to the effect that an observer gets a better view of the game than a participant. This was well illustrated in a Western Electric report during the Plant panel sessions in the Baltimore convention. The manufacturing branch of the Western Electric were in bargaining conference with their management over a knotty problem which had been plaguing them for months. They invited a representative of the sales organization to sit in on the Conference. The representative from sales had no knowledge whatever of the manufacturing branch. He listened, however, intently, and toward the end of the conference said, "Well, gentlemen, why don't you do thus and so?" Lo and behold, there was the answer they had been searching for for months.

DONALD BUCKLEY
President United Brotherhood of Telephone Workers who addressed the First Meeting of the Newly Elected General Council, Dec. 3, 1942

The Telephone Worker

The Federation had planned to publish an FWTW NEWS in the December issue of THE TELEPHONE WORKER. Incomplete address lists made this ambition impossible. Transfers to offices in vital war areas, resignations, and name changes contributed their bit to being responsible for the delay.

Beginning with this issue we are hoping to have splendid cooperation from members and locals so that we may be able to keep our records in perfect order. If you change your name or address—contact your local secretary-treasurer and give the necessary information so that you may receive your monthly copy of THE TELEPHONE WORKER carrying your FWTW NEWS.

"It is very clear that additional strength would be added by a uniform and simultaneous effort. It is becoming increasingly apparent, however, that the unity between the four organizations cannot be achieved merely through a friendly cooperation amongst the officers. It

(Continued on page 4)

President Reports

By Pansy M. Harris

TO MEMBERS of the Union—It is the General Council's aim that this form of publication, the FWTW—NEWS, an insert to the NFTW's Telephone Worker, not only give the Membership local news, but also include news of a national scope.

It is the opinion of the General Council that the combined publication will satisfactorily provide information regarding the Union, that is, the rights of members, wages and working conditions, and other conditions of employment which will create a better understanding of the problems of the woman worker within the Telephone Industry.

In the first meeting of the General Council held in December many items were discussed in regards to the administration and functioning of the Union under its new constitution.

The second regular meeting of the General Council was held January 19, 20, 21, and 22, 1943. A very definate program of the Union's objectives for 1943 was recommended and agreed upon by the General Council.

Inasmuch as the membership at large last August voted to accept a two dollar per week increase with the understanding that the Executive Board would start negotiations for more money in the pay check, the General Council recommends that:

1. All Central Offices now under the classification of "B" and "C" Wage Schedules be reclassified to "A" Wage Schedules, and if the Executive Board fails to get immediate action from the Company, the matter will be taken before the War Labor Board.
2. The Executive Board compile statistics and certain records as is deemed necessary to open

(Continued on page 4)

MEMBERS OF FWTW GENERAL COUNCIL TAKE OATH OF OFFICE

At the First Meeting of The General Council December 2, 1942, the Following Oath of Office was Administered by President Harris:—

I do solemnly swear that I will support the constitution of the United States and the constitution of the State of California and faithfully perform according to the law the duties of my office as a member of the General Council of the Federation of Women Telephone Workers of Southern California and that I will uphold and defend the constitution and by-laws of the Federation.

General Council— Executive Board—

Duties, Authorities and Structure

(A) The governing power of this union shall be vested in and its business conducted under the direction of a General Council comprised of (1) Chairman from each District Council with less than (400) members. District Councils with (400) members or over shall have (2) votes which entitles the District Council Vice Chairman to serve as a member of the General Council:

(B) The General Council shall have the following duties and powers.

- (1) It shall be the power of this body to grant and revoke charters.
- (2) Control the negotiations and negotiate with employers regarding wages, working conditions, hours of employment and other matters within the purpose of this union. Expert assistance may be employed in the work of negotiating if needed.
- (3) Represent the membership with the general public, press, government authorities and all others.
- (4) Construe the meaning of this constitution when doubts or disputes arise.
- (5) Enact by-laws.
- (6) Carefully consider all business presented at meetings.
- (7) The majority vote of this body shall be required to approve any matter coming before it. Except as otherwise provided in this constitution.
- (8) Two thirds majority vote shall be required to select legal counsel. Dismissal of legal counsel shall be by a majority vote.

(C) Regular quarterly meetings shall be held.

(D) Special meetings to be called by the President by approval of majority of General Council or by written request by the majority members of the General Council.

(E) No business shall be transacted unless a quorum is present. Two thirds of the General Council constitutes a quorum.

At the first meeting of the General Council the follow members were elected by a majority vote to serve on the executive board. Mary V. Marsteller, Gladys Yaple, Alma Gill, Mary Shepherd. In addition the president, vice-president and general secretary-treasurer make up the board.

The structure of this board is as follows:

(A) Four non-officer members of the General Council shall be elected for a term of one year, and shall serve together with the president, vice-president and general secretary-treasurer. They shall have such powers and duties as:

- (1) Negotiate and bargain with employers as directed by the General Council.
- (2) Have direction and management of all property and business between sessions of the General Council.
- (3) All acts shall stand as acts of the General Council unless reversed by that body.
- (4) Receive and consider applications for Charters and renewals. Make recommendations of action to be taken thereon.
- (5) Consider and report to the General Council on proposed amendments.
- (6) Review reports by legal counsel and formulate instruction for legal counsel to follow.
- (7) Take action on matters submitted to the board for its consideration by the president.
- (8) This board shall act under direction and be responsible to the General Council. The General Council may direct and return to itself any business not settled with speed and satisfaction by this board.
- (9) At regular General Council Meetings the board shall present through the President a written report of all business transacted since last meeting.
- (10) This board shall meet at least once a month.

(B) Two thirds of this board shall constitute a quorum. No business shall be transacted unless a quorum is present.

Membership Drive

Would you be surprised to know that out of 6,000 traffic employees, your Federation has 3,370 members? Riding along at your expense are 2,270 individuals.

We are willing to acknowledge that a percentage of this figure comprises new employees and so far, there has not been sufficient time to contact them. Other are our somewhat recent employees who should have become members long ago. It is our belief that every new employee should be brought into the Federation within six weeks after starting work. Nothing in our Constitution prevents us from signing her the first day she enters the company's employ.

Take your paper and pencil and figure:—six times 2,270 plus $1.00 each for initiation fees and you will see quite clearly that during the first year, $15,890.00 is lost in dues; and $13,620.00 yearly thereafter. This Federation is your business; your money operates and controls it. Ask your secretary-treasurer for the number of people employed in your office; then ask her how many are members of your Federation. Learn the names of those who have not joined and ask them why they do not belong.

You may assist by obtaining from your chairman, the necessary material and inaugurate a campaign of your own. It requires more money nowadays to conduct your Union; increase in prices of materials and salaries have had their effect. We are trying to continue the dues at their present low rate.

If we all put our shoulders to the wheel and sign the 2,270 new persons as members—it may be done. If not, you will be asked to pay their bill. A substantial business is judged by the capital in back of it. Your Union is your business and the capital behind it plays an important part in contributing to its power and respect.

All members are requested to sign new application and payroll deduction cards under the new name—Federation of Women Telephone Workers of Southern California.

We expect to have these cards ready by February 1. May we suggest that Local Committee Chairmen appoint committees to assist them. This may play its part in reaching non-members and realize a full 6,000 membership.

General Election of Officers Postponed Until March

According to the constitution—election of General Officers is to be held in March. It was recommended by the General Council that since a postponement was necessary a more even balance would be obtained by waiting until March. This would allow the termination of office and new elections to coincide with the constitution.

Incomplete address list was the main reason for the postponement.

Objective - 10% Buy War Bonds

This is your war. Your brother, husband, sweetheart and perhaps your father is willing to fight it. What are you willing to do? Giving money is the least you can do. It may mean a few sacrifices to meet your quota of 10% each pay day in WAR BONDS. But we can assure you that you will be able to look the world squarely in the eye.

Enlist in the ARMY of Ten Percenters TODAY.

Local Charters

Local charters shall be granted under limitations of the constitution. The General Council shall have the power of granting and revoking charters.

The following provisions shall be complied with:

(1) No local shall be granted authority to bargain with employers in matters affecting other locals; commit any act detrimentally affecting another local. The General Council shall be the judge of what matters affect other locals.

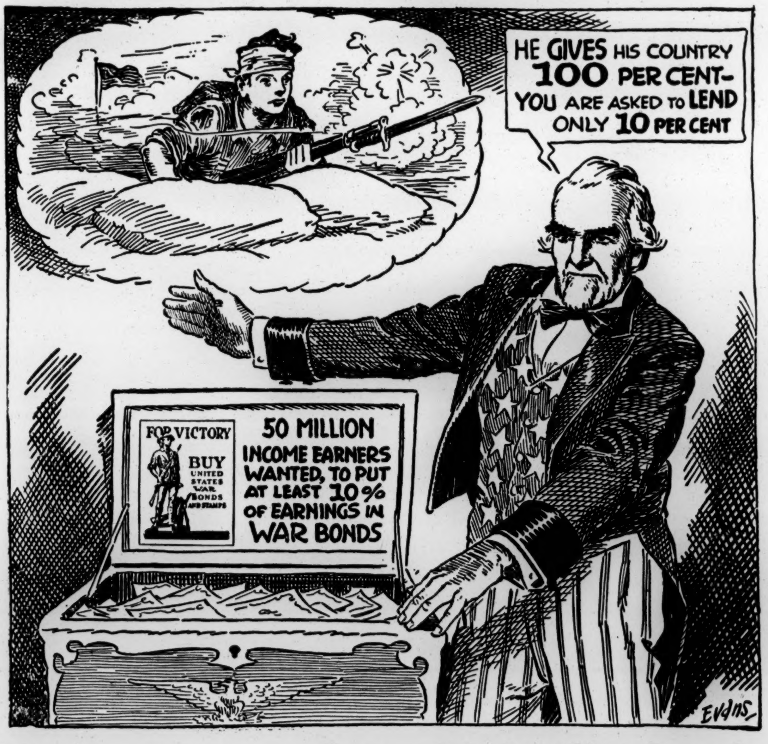
(2) Members of any particular local shall be engaged in the same branch of the Telephone industry.

At the first meeting of the newly elected General Council a general by-law was enacted by motion that charters be issued to locals upon proper application and a fee of 25 cents per member be paid. Application for charters will be sent to each local.

After charter expenses are paid—the remaining amount shall be set aside as a reserve fund to be used at the discretion of the General Council.

Money for charters may be raised at the pleasure of the local. If you prefer; a collection of 25 cents may be made from each member.

On Battle Front and Home Front


HE GIVES HIS COUNTRY 100 PER CENT- YOU ARE ASKED TO LEND ONLY 10 PER CENT
FOR VICTORY
BUY UNITED STATES WAR BONDS AND STAMPS
50 MILLION INCOME EARNERS WANTED, TO PUT AT LEAST 10% OF EARNINGS IN WAR BONDS
EVANS

U. S. Treasury Dept. —*Courtesy Columbus (Ohio) Dispatch.*

President Reports

(Continued from page 1)

Wage Negotiations with the Company for a blanket increase of 15 cents per hour or $6.00 per week for all Traffic Operating Employees and Dining Service Women and Men.

3. The Operators' Wage Schedules be shortened from 13 years to 10 years. The Supervising Operators' and Clerks' Wage Schedules be shortened from 15 years to 13 years. The Dining Service Women's Wage Schedules be shortened to 10 years.
4. All Clerks holding C. O. Clerk title before December 9, 1941 shall be returned to the title of C. O. Clerk with the salary attached thereto, and that any C. O. Clerk put back to the Board, due to force conditions, when re-instated shall be returned to the title of C. O. Clerk with the salary attached thereto.
5. Due to the financial condition of the Union, the length of time which will be required for negotiations on the above subjects as well as a new Wage and Working Conditions Agreement, and according to Federal law, for a hearing before the War Labor Board following negotiations with the Company, the General Council makes the following recommendation:
   (a) The General Council recommends that an Assessment of $3.00 per Member be submitted to the Membership for a referendum vote. The $3.00 Assessment per member shall be set aside for final negotiations for a blanket increase, new Wage and Working Conditions Agreement; the Assessment if approved by the majority of the membership is to be mailed directly by each member to the Federation Headquarters Office within sixty days following the referendum vote.
6. Collective Bargaining Agreement signed by the General Council of the Federation and the Company is to be ratified in the February Special Election.
7. It is important that the Membership follows the monthly releases of Telephone Labor Press on Pensions, through the "FWTW—NEWS".

This year's union activities, that is, wage negotiations for a general increase and those subjects listed above will determine the future of your Federation and the protection of your rights as a Union member as well as an employee of the company.

We urge each member to attend all local meetings so that you may be well informed by your Local chairman. If you are a well-informed member, you will be able to vote intelligently on all matters put before the Local, and will be able to instruct your elected Union representatives properly as to the thinking of the majority of the Membership.

The General Council and members of the Executive Board need the support and backing of each member to carry out the Union's objectives for 1943.

Collective Bargaining Agreement To Be Ratified By Membership At February Special Election

A brand new Collective Bargaining Agreement was signed between your Federation and Company. This agreement covers the right to bargain collectively on WAGES, HOURS AND WORKING CONDITIONS also negotiations with the EXECUTIVE BOARD of the GENERAL COUNCIL.

According to the constitution it will become effective upon ratification of a majority vote of the Federation membership. We suggest that Local Committee Chairman post a copy of this agreement on the Federation bulletin board so that members may become familiar with it before casting their ballot in the February special election.

General Council Meets

A meeting of the General Council was held January 19, 20, 21 and 22, 1943 in the Assembly Hall of the Subway Terminal Building, 417 South Hill St., Los Angeles.

New Address For Headquarters Office

Federation Headquarters are now located in the Subway Terminal Building, 417 So. Hill St. Suite 676, Los Angeles. Larger quarters at practically the same rent made this move possible. The Martha Grafflin Fund has also moved to this address.

A Plea for Unity

(Continued from page 1)

must go deeper than that. It must go down into the membership.

"All members of the U. B. T. W. are, therefore, urged, to lend any encouragement and assistance possible to the individual members of the other organizations. Encourage them to take an active part in their Union and to attend meetings and endeavor to instill in them an understanding of what cooperative action would mean.

"If you know an operator or a member of the Commercial or Accounting group, talk Unionism with them. The Federation of Women Telephone Workers (Traffic) is now undergoing reorganization. Let us as Plant people show them that we are interested in that fact and let's extend them the helping hand. Above all, remember this, Traffic, Plant, Commercial, and Accounting, working *together,* built the telephone industry. The four Unions representing these departments must work *together* to build a union."

(Reprint from "THE DIAL")

The TELEPHONE WORKER

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FEBRUARY, 1943
VOL. 1, NO. 10

N F T W Meets in Cincinnati!

Eighth National Convention Recommends Drastic Changes in Set-up

Determined to strengthen the position of the National Federation of Telephone Workers, 175 delegates representing 175,000 workers in 40 telephone unions throughout the United States went on record at the meeting as favoring a strong centralized union. Unity of purpose and a willingness to strengthen bargaining procedure were prime reasons for the proposed change.

The Eighth National Convention was held in Cincinnati the week of Feb. 1st to 6th.

Viewing the tempo of the delegations and receiving various proposals from Unions represented at the meeting the Resolutions committee made the following its number one resolution for the meeting:

WHEREAS, There exists a difference of opinion among the member organizations of the NFTW with respect to the proper type of union organization best suited to accomplish the aims of unionism among telephone workers, and,

WHEREAS, The history of the NFTW of the past several years indicates that certain fundamental changes are necessary to effectuate the objectives which dictated the formation of the NFTW, and,

WHEREAS, The present structure makes it difficult to control duplication of effort, and,

WHEREAS, There presently exists no proper difference or designation of authority to accomplish the several purposes set forth in the constitution, now, therefore,

BE IT RESOLVED, That the telephone workers establish a national telephone workers' union in which the following principles shall be observed:

1) That member organizations be chartered locals.

2) That the national union shall be empowered to bargain collectively on all matters pertaining to said telephone workers.

3) Jurisdiction claimed by this organization shall be the entire telephone industry of the United States and its possessions, and all work performed in connection therewith or incident thereto.

4) That supreme authority shall be contained in the said national union, its constitution and by-laws.

5) That individual members be members of the national organization.

6) That proper machinery be established in said constitution for the determination of the proper jurisdiction between locals and national.

BE IT FURTHER RESOLVED, That a Constitutional Committee be appointed with the purpose of writing the Constitution and By-laws in accordance with the above principles.

(Adopted)

Convention Acts on Vital Issue

Left to Right: Wm. W. Dunn, President of host organization; Geo. Kleb, Chairman of Arrangements Committee; C. W. Werkau, Secretary pro-tem; James G. Stewart, Mayor of Cincinnati and principal speaker, and Joseph A. Beirne, Vice-Pres. of the Federation.

THE PROPOSAL of the resolutions committee to unify the organization was adopted quickly by the assembly. Expressions from representatives reflected a strong, united front for the move. It was pointed out that telephone problems are the same throughout the whole territory and some manner of proper representation should be provided for *all* telephone workers in the nation.

The assembly made plans to strengthen the position of the workers in the pension situation; improve the status of members regarding the wage stabilization formula and enlist the support of telephone workers to the maximum in the war effort.

Two Central Figures Absent

Paul E. Griffith, National President, was away from the conference for the first time since the inception of the organization. He is now Captain Paul E. Griffith, in the office of the Chief Signal Officer in Washington. Captain Griffith tendered his resignation during the conclave and the body voted unanimously to reject his withdrawal. This means that he is on leave of absence from the federation until the next regular election and, if reelected, will continue at the helm.

Bert Horth, National Secretary-Treasurer of the Federation reached Cincinnati for the meeting only to be stricken with pneumonia upon his arrival, preventing his attendance on any part of the meeting. Though Mr. Horth's condition is improved he is on the inactive list for some time to come. It was pointed out to the delegates that his long and tedious hours of work in the interest of the organization had weakened his condition to a serious extent.

The absence of these two key men in the organization placed Vice President Joseph A. Beirne and C. W. Werkau in the respective positions of President and Secretary for the meeting.

Cincinnati Grand Host

Opening the parley, a local post of the American Legion posted the colors. An address of welcome was given by Honorable James G. Stewart, Mayor of the city and the assembly was led in singing The National Anthem by Miss Margaret Schumard. Short talks were made by William W. Dunn, President of the Cincinnati Federation and George Kleb, Chairman of the arrangements committee for the meeting. Throughout the week-long meeting the hospitality of the local organization was evidenced.

Resolutions Committee Speeds Action

The Resolutions Committee, composed of George DuVal, Chairman, Ione Trice, R. F. Becker, Wm. Dunn and Donald Buckley, received resolutions from the delegates and, in evening sessions prepared them for presentation to the body.

The manner of handling the business of the convention assisted greatly in covering the details of administration with a minimum of waste time.

Resolutions were adopted on the following items:

Wage Stabilization Formula

WHEREAS, The present 15% as applied in the Little Steel Formula does not insure the telephone workers their peace time wage standard, and,

WHEREAS, It is necessary that immediate steps be taken to assist member organizations in their wage disputes by representing to the proper governmental agencies the inadequacies contained in the present 15% limitation, and,

WHEREAS, It is necessary to eliminate inequities and inequalities particularly as with respect to the women workers, now,

THEREFORE BE IT RESOLVED, That the Executive Board initiate and develop a program to bring about these changes, and,

BE IT FURTHER RESOLVED, That member organizations pledge themselves to cooperate with the Executive Board in carrying out such program wherever possible.

(Adopted)

Condemnation of Executive Order 9240

WHEREAS, Labor after many years of effort has succeeded in establishing the principle of paying premium time for Saturdays, Sundays, and holidays as such, and,

WHEREAS, The President by Executive Order 9240 has forbidden the payment of premium time for Saturdays, Sundays as such or other holidays except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, and,

WHEREAS, Executive Order 9248 seemed to provide for relief from Executive Order 9240, and,

WHEREAS, The Secretary of Labor has been authorized by Executive Order 9248 to provide exemptions, and,

WHEREAS, Many workers believe the Secretary of Labor has discriminated against labor, and,

WHEREAS, The lack of definite action on the part of the Secretary of Labor has created or has increased absenteeism in essential war work, and,

WHEREAS, Labor in general has suffered loss of income as a result of the failure on the part of the Secretary of Labor to impartially administer said order, now therefore,

BE IT RESOLVED, That the Executive Board continue its effort to secure for all phases of the telephone industry the complete nullification of aforementioned orders.

(Adopted)

Paul E. Griffith

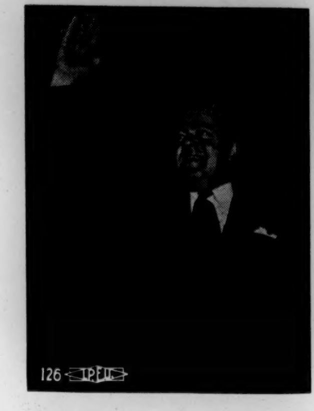
WHEREAS, PAUL E. GRIFFITH, served as President of the National Federation of Telephone Workers from its inception in June, 1939, to and including December 29, 1942, and,

WHEREAS, During this period, the National Federation of Telephone Workers has grown from an idea to an actuality, and,

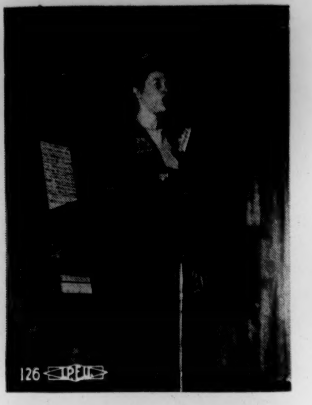
WHEREAS, PAUL E. GRIFFITH, as President of this organization, has demonstrated executive ability, loyalty and devotion to the cause of labor which has rebounded to the benefit of the member organizations and the membership as a whole, therefore,

BE IT RESOLVED THAT, This body of delegates to the Eighth National Assembly of the NFTW in convention assembled in Cincinnati, Ohio, on February 1, 1943, that this convention record appreciation and gratitude of this organization for a job which was well and unselfishly performed and to express the sincere wish that his new assignment in the armed forces of our country will prove to be a great adventure, and that he will safely return ready to resume his civilian duties and to join with us in that spirit of good fellowship which has so characterized all of his official actions.

(Adopted)



The Mayor of Cincinnati greets delegates to 8th National.



Miss Margaret Schumard leads singing of National Anthem.

Congress of the United States

WHEREAS, Certain reactionary groups are publicly denouncing labor and its achievements, and,

WHEREAS, Other forces are bringing pressure to bear on the CONGRESS of the UNITED STATES to relax existing labor laws, and,

WHEREAS, Such a program if successful would nullify Labor's gains and result in the impairment of the war effort, and,

WHEREAS, Telephone workers of the country are determined to prevent such legislation being enacted, now, therefore,

BE IT RESOLVED, That the Executive Board of the National Federation of Telephone Workers actively and relentlessly oppose any legislation or any other act of Congress which would lower the standards of labor or retard labor's progress, and,

BE IT FURTHER RESOLVED, That the NFTW should intervene in any public hearings regarding such legislation and shall cooperate with others having similar aims, and,

BE IT FURTHER RESOLVED, That if member organizations are called upon to assist in these matters they must pledge themselves at this Assembly to cooperate to the fullest extent with the Executive Board in the fulfillment of this program, and,

BE IT FURTHER RESOLVED, That the Executive Board must exercise their initiative in all respects to obtain the necessary unity and coordination to make the full strength of the Federation felt in these matters.

(Adopted)

Pension Committee Reports in Cincinnati

John L. Crull, member of the Pension Committee and Central Plant Chairman for the Southwestern organization, gave a comprehensive report on the pension situation as it exists today. He pointed out that the pension is by no means guaranteed forever for the workers in the Bell System. "Threats in the past to take away the pensions of workers in the telephone industry can only remind us that such things can easily happen in the future," said Mr. Crull.

Next Meeting in Galveston

The next meeting of the Federation will be held in Galveston, Texas in June, at which time it is expected that a new constitution will be presented building the National as the Telephone Union with all affiliates emerging as Locals.

A Little Matter of About $30,000,000

A LITTLE matter of about $30,000,000 is the difference between what the Federal Communications Commission asserts was the net profits in 1942 of the Long Lines Division of the American Telephone and Telegraph Company and the amount of net earnings as computed by the company.

Considerable attention was given to this point in the hearing before the F. C. C. in Washington during which the A. T. and T. attempted to show cause why the Commission should not find that the existing rates for inter-state and foreign communication services "are or will be unjust and unreasonable."

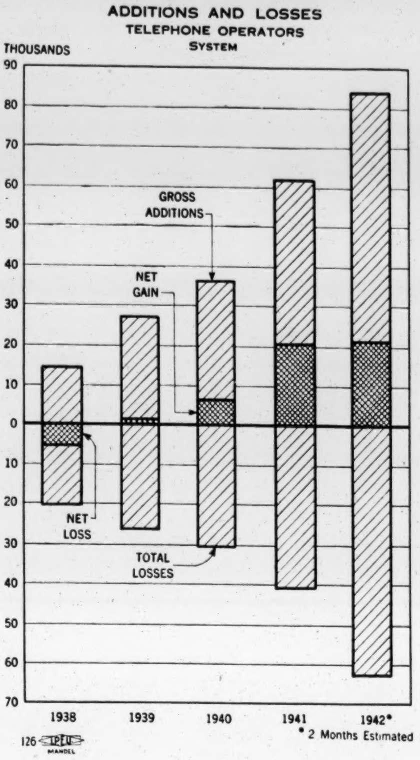
The case was recessed on December 17 until January 20 after two days of presentation of evidence by the Company.

Kenneth F. Burgess, counsel for A. T. and T., asserted at the outset that the company had not been allowed enough time to prepare its case and then went on to state that whereas the FCC charged Long Lines with excess earnings of from $47,000,000 to $62,000,000, witnesses for A. T. and T. had brought out mistakes of $50,000,000 in tax computations and had shown net earnings of $32,000,000.

He also asserted that the $6,000,000 increase in net earnings for 1942, according to Company figures, was not unduly burdensome to the public and was due to war usage.

Evidence presented by the company was with respect to the following points:

1. The deleterious effect upon service of any rate reduction at this time.
2. The fact that a rate reduction would be contrary to the best war effort.
3. The fact that the earnings are not excessive.
4. That the abnormal traffic situation has already resulted in increased costs of operation for Associated Companies; that in an effort to correct this situation, the division of toll charges to the Associated Companies was increased on June 1, 1942; and that further increase in divisions to the Associated Companies may have to be made in the future.
5. The fact that the figures of the FCC upon which the order to show cause is predicated are erroneous in that they do not make proper allowances for taxes.



The Office of Price Administration has intervened in the case, citing its responsibility and mentioning the FCC's contention that the Company was currently earning from 14.92 percent to 24.37 percent on its average net investment in telephone assets devoted to the rendering of long lines service.

In its petition to intervene, the OPA quoted from the FCC statement that "These excess earnings bear heavily at this time both on the cost of war and the cost of living. The Government must make every effort to keep down its bill for the war and to help the consumer keep down his expenses. Every action that reduces either avenue of expense contributes to the prevention of inflation."

The petition went on to state that: "In its answer filed with this Commission, the Company seeks to have allowed as operating expenses all Federal income and excess profits taxes which are now being levied by the national Government.

"A substantial part of such taxes are being levied to meet the expenses incurred by the National Government as a result of the war. The allowance of such war taxes levied by the National Government as an operating expense in the establishment of utility rates would be in conflict with the program of the Government to prevent inflation, to stabilize prices and prevent avoidable increases in the cost of living."

"An order reducing telephone rates thereby eliminating excess earnings will reduce the expenses of the National Government in the conduct of the war and will also reduce the expenses of thousands of business organizations whose maximum prices have been fixed by this office. A reduction in telephone rates will also tend to reduce the cost of living of telephone subscribers throughout the nation.

"The program and policies of this office (OPA) will be aided by the entry of an order reducing telephone rates predicated upon excess earnings of the Company."

Another feature of the two-day hearing was an attack on the FCC by Judge John E. Benton, general solicitor of the National Association of Railroad and Utilities Commissioners.

Judge Benton assailed the Commission for the denial of a motion of the Southern State Commissions for a separation study to determine whether toll divisions should be increased and stated that he assumed the FCC would permit this evidence to be presented before it decided what should be done with the alleged excess earnings of the Long Lines Department.

He said the FCC owed it to the public to determine whether the alleged excess earnings should go to the "luxury" commercial users of toll service or to the "little people," the exchange rate subscribers.

"On the face of it," he said, "it looks absurd that the only users of telephone service in the country who are entitled to reductions are the commercial users and the luxury users who telephone long distances and that the little people who take exchange service or telephone from town to town at short rates are not entitled to it."

Final witness before the hearing was recessed was Charles P. Cooper, vice president and director of A. T. and T., who asserted that any substantial reduction in telephone rates, coupled with the increasing burden of taxes, would make the raising of new capital most difficult.

Among the exhibits placed in the record was one that showed the minimum needed overall return to security holders of the Company—a 6.77 percent return with a total of $224,200,119 on the total capital of $3,313,024,837, of which $199,643,355 would be stock dividends and $24,-

(Continued on Page 15)

WASHINGTON NEWS

C. V. Koons

- *Our National Counsel*
- *Wage Increases?*
- *Convention News*
- *Appeal Committee*
- *New Taxes*

Our National Counsel

CHARLES V. KOONS, legal counsel for NFTW, is no stranger to the problems confronting telephone workers and employe organizational work.

Before beginning the practice of law Mr. Koons was employed for six years as a technical worker in the Long Lines Department of the American Telephone and Telegraph Company in the Washington, D. C. testroom.

And during that time he was active in employe association work, having been district and local chairman for a number of years.

Mr. Koons was born in Washington on May 8, 1906 and received all his education in or near the national capital.

After attending the city's primary public schools he was graduated from the McKinley Technical High School in 1925 and then journeyed to nearby University of Maryland from which he received his B. S. four years later.

Then he attended Georgetown Law School in the evenings from 1930 to 1934, and the Georgetown Graduate School in 1935, receiving LL.B. degree and also degree of Juris Doctor.

Mr. Koons was an honor student from the day he entered high school. His four year average was above 90 per cent and he kept up the same high standards in his college and post graduate studies.

He was graduated from the University of Maryland at the very top of the mechanical engineering class and was second in the school of engineering.

In law school he was ranked No. 1 the first year, No. 2 the second year and No. 5 in the third and fourth years. Graduate school again found him No. 1 and he received the Thomas Bradbury Chetwood Medal for excellence in graduate study. He is a member of Tau Beta Pi.

Mr. Koons has been engaged in the general practice of law in Washington since he resigned from A. T. and T. in 1936.

Meanwhile, he became professor of law in the Georgetown Law School in 1937, which post he still retains. Courses he has taught include civil procedure, statutory interpretation, torts, damages and domestic relations.

An article by Mr. Koons entitled "The Growth of Federal Licensing" appeared in the Georgetown Law Journal in January, 1936.

Mr. Koons was married in 1938 to Miss Doris O. Casey, also of Washington. They have no children.

A career as busy as his would seem to leave no time for hobbies, but Mr. Koons pursues two. He is enthusiastic over salt water fishing and collecting first editions.

Wage Increases?

What is the outlook concerning wage increases?

Recent decisions of the War Board were such that no clear picture can be seen at this time. On the one hand there is evidence that the Board is applying a downward pressure on wage rates in cases involving the fifteen per cent, or Little Steel formula.

Decisions in a number of cases denied increases on the grounds that wages had been raised fifteen per cent since January 1, 1941 to compensate for the increase in the cost of living since then.

In one case, not even the principle of removing inequalities was permitted to justify an increase over the fifteen per cent limit, even though the union showed that wages paid were below the average of five comparable plants in the area. This case involved employes of the American Can Company.

On the other hand, the Board approved wage increases for employes of the Industrial Rayon Corporation and, in effect, brought the wage rates up to twenty per cent over the January 1, 1941 level. In justifying this increase under the Little Steel formula the Board disregarded a wage increase given by the company on January 13, 1941, on the grounds that it was intended to bring plant rates into line with those in the rest of the industry.

It must be remembered, however, that past decisions of the Board have clearly stated that anniversary and promotional increases are not part of the fifteen per cent base. Such rulings were made in the cases of the Diamond State Telephone Company and the Montgomery Ward & Company.

General Counsel Addresses Delegates at 8th National Assembly

Charles V. Koons, General Counsel for the Federation discussed the Washington picture with the representatives, pointing out the various aspects of the Capitol Scene. His impression is that the War Labor Board is going to fade from the picture unless they broaden the wage considerations to meet the other aspects of the economic set-up. Mr. Koons held an open forum following his address and answered innumerable questions directed at him by delegates. His knowledge of the functioning of the Federal Government bodies and his contacts there make him a valuable man for the National Federation.

Delegates and Organizations Represented at the NFT

Name of Organization	*Voting*	*Associate Delegate*
Assn. Comm. Emp.	Geo. O. Lawson	
Assn. Comm. Emp., Comm.	R. F. Becker	
Assn. Commun. Emp., Plant	DeWitt Tuttle	
Assn. Commun. Emp., Traffic	Georgeann G. Borgan	
Assoc. of Commun. Equip. Workers	Ernest Weaver	W. A. Stein R. G. Benadum
Assn. Com'l Emp. S. Calif.	H. Perry	
Bell Tel. Labs. Emp. Assn.	Seferin E. Pulis	
Chic. Tel. Traffic Union	Emma I. Jascot	Marie F. Wasko M. Daley C. M. Smith R. C. Hayden M. M. Whalen M. M. Platt
Cinti Fed. of Tel. Workers	Wm. M. Dunn	A. F. Hilbers E. Schneider A. C. Fried A. J. Grosdidier M. McGehey S. E. Ackley E. Patterson
Conn. Union of Tel. Workers	Lawrence B. Grew	R. J. Bagg
Fed. of Tel. Emp. of Dist. of Co.	K. H. Knickmeyer	M. E. Gannon O. F. Hallman
Fed. of Long Lines Tel. Workers	Jack Moran	

Name of Organization	*Voti*
Fed. of Tel. Emp. of Michigan	Robt.
Fed. Women Tel. Workers	Pansy
Florida Independent Tel. Workers	C. V.
Hoosier Tel. Assoc. Inc.	Cecil
Illinois Tel. Traffic Union	A. C.
Illinois Union of Tel. Workers	E. J.
Lexington Federation Tel. Workers	W. L.
Maryland Fed. of Tel. Clerical Workers	Ernes
Maryland Fed. of Tel. Workers, Inc.	Georg
Mich. Tel. Traffic Emp. Fed.	Fran
Mountain States Fed. of Tel. Workers	W. P.
National Assn. of Tel. Equip. Workers	Lewis
Ohio Fed. of Tel. Workers, Inc.	E. Re

TW Eighth Nat'l Assembly in Cincinnati, Feb. 1-7, '43

Voting	Associate Delegate
bt. N. Hollyer	B. L. Fisher W. Ferrell Wm. Lord
nsy M. Harris	Eva H. Keith
V. Wingo	
cil C. Risk	P. Lanning
C. Benscoter	
J. Daughton	C. E. Mitchell
. L. McLaughlin	
nest Minor	D. Huesman (Mrs.) K. M. Roberts
eorge R. Charles	L. Weiss M. Crocken
ances Smith	R. Wiencek A. Campbell F. Karp
. P. Culton	R. G. Benadum
ewis Vance	J. A. Beirne
Reinker	I. R. Hudson R. W. Day J. Reedy T. Donahey

Name of Organization	*Voting*	*Associate Delegate*
North Western Union of Tel. Workers	Edwin J. Baumhofer	
Southwestern Tel. Workers Union	D. L. McCowen	V. G. Vickrey J. L. Crull R. W. Pennekamp F. P. Lonergan W. A. Bastian (Mrs.) M. Mengersen (Mrs.) J. Tibbits (Mrs.) L. Zimmer K. Cadle Essie Dykes (Mrs.) N. Franks A. Hooks Cora Miller Ione Trice
Southern Assn. Bell Tel. Emp.	T. L. Little	B. O. Harmon
The Telephone Guild of Wisconsin	L. E. Armfield	H. C. Scott R. F. Dryer
United Brotherhood of Tel. Workers, Inc.	D. Buckley	
United Tel. Emp. of Oregon, Inc.	C. N. Appelgren	
Va. Fed. of Tel. Workers	G. W. Hunter, Jr.	
W. Va. Fed. of Tel. Workers	J. D. Shepherd	
Western Elec. Employees Assoc., Inc.	George DuVal	G. Goodman

Plant Panel Meeting of the 8th National Assembly

The following report comes from the Plant body of the National reflecting the understandings and misunderstandings of the groups with regard to Plant problems throughout the country.

Plant Panel Meeting

THE PLANT DELEGATES of the Eighth National Assembly of the National Federation of Telephone Workers convened in Room N of the Cincinnati's Hotel Gibson on Wednesday, February 3, 1943, at 7:30 P.M. Elmer Reinker, Ohio Federation Telephone Workers' voting delegate, presided. Wendell B. Ferrell, Michigan Plant Associate delegate, was appointed secretary.

Michigan raised a question as to the accuracy of the "Conference Board Reports". It was the speaker's understanding that the War Labor Board frowned on any figures, particularly on "Cost-of-living" data, that were not released by the U. S. Department of Labor. The delegate wished this information confirmed or denied.

No answer, pro or con, was given.

Further, Michigan's delegate stated he had observed that the average hourly wage rate and average number of hours worked given monthly in the "Monthly Labor Review", issued by the U. S. Department of Labor, combined the indices under the heading Telephone and Telegraph Industry. His statement bore out the fact that it would be decidedly advantageous to know only the Bell indices, separate and apart from any combined indices of Bell, Independent, and Telegraph workers.

A suggestion was made that the NFTW's Washington contacts petition the officials of the Department of Labor to isolate the Telephone Industry indices from the Telegraph Industry's.

MOTION: It was moved and seconded that an effort be made by the NFTW to secure from the U. S. Department of Labor indices on the average hourly rate of pay and average hours work for Bell System workers only. Passed.

A suggestion was advanced that the component Plant Unions of the NFTW seek jurisdictional rights in contractural form for telephone work in the respective areas. It being fundamental, good unionism to do so.

Regarding Transfers From Western Electric to Bell Operating Companies

OHIO: Transfers permanent. Transferees to fit into Union's wage progression scale for number of years' accredited Bell System service.

ACEW: To the ACEW's ranking delegate's knowledge in some cases his former members' pay have been cut, in other cases, substantially raised.

MOUNTAIN STATES: Same as Ohio.

WASHINGTON, D. C.: System seniority for qualified job performance.

BELL TELEPHONE LABORATORY: Not on a permanent basis. Status is one of borrowed employee. Salary is paid by Western Electric Company and Bell Laboratory reimburses Western Electric for services rendered.

WEST VIRGINIA: No seniority in scheduling—no seniority in vacations.

MICHIGAN: Status permanently transferred. Written agreement (in letter form between Plant Operating personnel head and Western Electric area personnel representative) that transferee are to be recalled. Full Union seniority rights for system service.

A number of problems created by transfers from the Western Electric to operating Companies were enumerated, chiefly:

WASHINGTON, D. C. DELEGATE: His union was in the middle on this question; a definite understanding was absolutely necessary. In general, it was felt that local seniority should apply. A number of problems have already arisen relative to seniority in scheduling shifts, particularly undesirable shifts, such as night work.

BELL LABORATORY: Under existing method of transfers it was not possible to bring the "Loaned" union member of the NFTW under the jurisdiction of the Bell Laboratory Union. Considerable variance of rates existed for comparable work which the Bell Laboratory Union is not able to adjust.

SOUTHWESTERN: New workers had been hired to relieve a shortage in certain jobs. Said employees being hired at a rate approximating the STWU's rate for a five or six years' craftsman. This policy causes dissension in the ranks of STWU membership. The policy of the NFTW should be one that allows no cut in the existing rate for comparable work performed, regardless of where the NFTW member may be transferred. On the question of seniority the opinion of STWU'S delegates was divided; one favoring the policy of the man with the most service should have seniority rights; the other, the transferee should have no seniority rights for the first year, then full Union seniority rights for accredited years of Bell System service.

OHIO: Ranking Delegate's solution as recorded was substantially: 1st year—to be classed as a temporary employee—no seniority rights. Over 1 year to be classed as permanent with full Union seniority rights.

SUNDRY DISCUSSION: Ohio (Cleveland) W. E. spokesman reported that to his knowledge 1500 Ohio Western Electric workers were to be transferred or otherwise disposed of; Illinois' representative commented on the fact that jurisdictional matters must include the Long Lines Workers, ACEW's ranking delegate wished the issue clarified as to just what was Western's work and what was Operating Companies' work, considering geographical areas and practices of long standing.

Washington State commented on the wide differences of practices on the sub-division of work between the Western Electric Company and the Operating Company in the Pacific Telephone and Telegraph Company.

West Virginia's ranking delegate recalled depression practices of the Bell System.

ACEW's President boiled the discussion down to the premise that a line must be drawn between sub-division of work in all areas over which member organizations of the NFTW hold jurisdiction.

MOTION: A Committee shall be established at this session of the Eighth National Assembly to correlate all the ideas advanced by the Plant Panel relative to the problem of transfer of Western Electric members to the various Operating Company unions of the NFTW and formulate a uniform procedure to be followed by NFTW Unions; said Committee to report its findings to the Plant Panel before the official adjournment of the Eighth National Assembly of the National Federation of Telephone Workers. Motion passed.

Committee Appointed

Lord—Michigan
Hallman—Washington D. C.
Benadum—W.E. (Cleveland Local)
Petticamp—Southwestern

MOTION: The Plant Panel of the Eighth National Assembly desires to go on record before the Assembly as favoring a Joint Agreement being reached by between each Operating Company Union of the NFTW and the ACEW in regards to a clear, concise statement of jurisdictional rights in areas covered by existing agreements with Bell System operating companies; further, each Operating Company NFTW affiliate will bargain for jurisdictional rights within its respective territory; further, in each case the ACEW local shall initiate the question by committee in the areas over which the NFTW now holds allocation of telephone work. Motion passed.

Jurisdictional Rights of NFTW Affiliates

A question was initiated by the Lexington Delegate as to what problems NFTW Unions had encountered with other Unions in their respective territories.

In reply:

KANSAS CITY: Jurisdictional dispute carried to War Labor Board. Decision not yet rendered. An appeal is now before the War Labor Board.

OHIO: Ohio's current case (Cleveland area) now before mediator with full WLB authority to render decision.

KENTUCKY: Louisville: All work performed by Bell Union Members. Danville: All work performed by Bell Union Members.

WASHINGTON, D. C.: Status Quo condition remains.

ACEW—Great Lakes: All work performed by ACEW members.

MICHIGAN: Detroit, no serious trouble in past twenty-four (24) years.

Points of Interest: Southwestern stated that seniority of "claimed" jurisdiction was a determining factor before War Labor Board hearings; each NFTW charter should give jurisdictional rights in chartered areas. Ohio's Painesville case represented a clear cut victory for the Ohio Federation of Telephone Workers; in the present Cleveland case, it is anticipated that 80% of the total disputed work will be granted to the OFTW by the mediator. ACEW's spokeman commented on the fact that most of Western's jurisdictional disputes are settled by the operating company affiliates. However, there does exist some jurisdictional difficulties in the Washington D. C. area that neither the ACEW nor the Local Union have, as yet, settled. Connecticut suggested that perhaps uniform provisions could be drafted to cover the matter under discussion on a national basis. This suggestion recalled the past activities of the "Uniform Contract Committee" of the Central Region.

A review of the past accomplishments of the "Uniform Report Committee" was made at this time. The following comments were recorded.

A model contract was still an objective of the Central Regional group. Considerable time and monies had already been spent on this endeavor.

Virginia Federation of Telephone Workers Get Flag With "T" Emblem

The Virginia Federation of Telephone Workers has received the Minute Man flag and the extra "T" emblem from the Treasury Department for its record in War Bond purchases, General Chairman George W. Hunter, Jr., announced. Mr. Hunter said the Treasury's award made the C. & P. company the first unit in the Bell Telephone System to go over the top on the "90 and 10" drive, and the first labor union in Virginia—if not in the nation—to be recognized for its War Bond efforts. The Treasury previously cited the association for the War Bond advertising campaign conducted in its publication.

The Wisconsin ranking delegate stated that in his opinion, the time and money already expended had been spent to good advantage. Its effects are still being reflected in wage bargaining contracts. Bell Laboratory expressed the opinion that the NFTW Constitution should give system-wide bargaining rights to the NFTW. Northwestern expresses the opinion that a majority of the telephone workers should be sought before attempting to bargain on a national basis.

SOUTHWESTERN made the statement that "seniority" in a constitution means very little. Any clause in a Constitution is as effective as the members desire. Definitely, Southwestern stated, the NFTW should clearly define the jurisdictional rights of each organization in the organization's original charter, perhaps new charters should be issued by the NFTW in view of the changing economic picture under war-time conditions. Ohio's ranking delegate pointed out the similarity of existing contracts within the Bell System. That in order to bargain successfully on a system-wide basis, thousands of members' support would be necessary. Ultimately system-wide bargaining will be mandatory.

ACEW further stated that pressure groups within the NFTW are necessary to insure any possible success of nation-wide bargaining. Bell Laboratory stated that the objective of the NFTW should be to provide the tools necessary for system-wide, collective bargaining. Washington D. C.'s delegate offered the suggestion that a Joint Legal Staff, supported by the member organizations, would greatly aid this objective. Ohio's experience before the WLB lead them to believe that a bargaining committee of the NFTW would have expedited the wage bargaining efforts of the entire NFTW.

The consensus of the group was that the NFTW should be in there "pitching" as a national union in the American Labor movement; the breaking of the "Little Steel Formula" was essential for the general welfare of the NFTW's affiliates.

Southwestern's delegates gave an illuminating description of its experiences before the agencies of the NATIONAL WAR LABOR BOARD.

PANSY M. HARRIS
Executive Board Member at Large

The Woman's Page

FRANCES E. SMITH
Executive Board Member at Large

WAAC's in Communication

THE WOMEN'S Army Auxiliary Corps has discontinued its special course in telephone communication because the WAAC's have found that a sufficient number of qualified operators could be recruited directly from civilian life, WAAC officers have announced.

A course in radio communication for WAAC's was begun November 30 under the direction of the Army Signal Corps at the Midland Radio and Television Schools, Inc., Kansas City, Mo.

One course is given for radio operators and one for radio mechanics, with each course requiring thirteen weeks to complete. The training is the same as that followed in courses for radio operators and mechanics given by the Army Signal Corps for enlisted men.

Code aptitude and trade tests are given WAAC personnel who have completed the four weeks of basic training to those best suited to study in special schools. A mechanical inclination, a high school education and knowledge of physics and typewriting are desirable for those who take the tests.

Work in Telephone Testroom

Women will be hired for a vast amount of telephone testroom work in New York, according to an announcement by the Long Lines Telephone Workers, located in New York City.

Although definite qualifications are not stated, it is reported the general idea will be to hire women of 23 years or older, without regard to their marital status. Extra consideration will be given wives of telephone men who have been drafted.

The women will do part of the work now being done by craftsmen, enabling the men to devote full time to more important duties. Wages will be paid on a merit basis. Men above draft age, or deferred, will perform the highly skilled, or concentrated work.

Jobs allotted the women will include relay adjustment, test desk work, instrument reading and recording, vacuum tube tests, correspondence and filing, reports, apparatus cleaning and lubricating, distributing framework, WTX work, and preparation of designations.

Women Workers Needed

Out of a total labor force of 17,500,000 now working in war plants 4,000,000 of them are women, but to meet 1943 production goals the number of women workers must be increased, according to Paul V. McNutt, chairman of the War Manpower Commission.

By the end of this year, he said, more than 6,000,000 women will be in war work and they will be filling almost 30 per cent of all war production jobs. In aircraft production right now the percentage of women workers amounts to 17 per cent and by the end of the year it is expected that there will be more women than men in the aircraft industry.

Shipbuilding has held to the all-men tradition longer than any other war industry, but lately there has been an influx of women workers, particularly in the Government Navy Yards. At present only 3 per cent of shipyard workers are women, but the percentage is expected to rise rapidly in the next few months.

Fewer Things to Buy in '43!

The purchase of consumer goods and services by American civilians this year is expected to drop 10 to 15 per cent below like purchases in 1942, according to a report a few days ago from the Office of Civilian Supply, WPB.

Production of goods for civilians will drop more than that, probably 15 to 20 per cent below 1942, with the difference coming out of stocks already on store shelves. The biggest drop is expected in the buying of such durable goods as electrical appliances and radios. Purchase of non-durable goods, such as clothing, probably will be about 15 per cent under last year.

The Big Job Ahead!

By Paul V. McNutt

Chairman, War Manpower Commission

Paul V. McNutt

THE MANPOWER task facing the United States for 1943 is to secure an adequate supply of trained manpower for the armed forces; for war production; for agricultural production and the production of essential consumer goods and services. (The telephone industry is classed under "essential.")

Broken down, this task may be summarized under five headings:

1—Allocation of manpower to the armed forces; war industries; agriculture and other essential civilian activities.

2—Efficient use of labor for war industries.

3—Mobilization of the nation's labor reserves.

4—Transfer of workers from less essential activities to work necessary to the support of the war.

5—Providing labor needed for essential agriculture.

These five steps must be taken if we are to win the total war in which we are engaged. The future of all of us, the future of our children, depends upon how well our task is accomplished.

As ordered by the President, the Secretaries of War and Navy consult with the Chairman of the War Manpower Commission in determining the numbers and kinds of men required by the armed forces.

In the past, a lack of clear and uniform occupational deferment policy had a disruptive effect on production. Workers and employers were not given an adequate basis for advance planning. Many skilled workers left their jobs to enlist because they believed they would be drafted in any event if they waited.

This is no longer possible for them to do if they are under 38; and workers above that age are no longer inducted into the armed services.

In plants whose business volume is 75 percent or more in war materials and certain other essential activities, such as public utilities (which includes the Telephone Companies) and transportation, manning tables are being increasingly adopted. They work simply.

An inventory of jobs in each plant is prepared by the employer and reviewed by the War Manpower Commission. Jobs requiring relatively high skill and long training are identified. Workers doing these jobs are eligible for occupational deferment. Others are classified according to their personal status. The situation is clarified for workers and employers alike.

Investigate Job Stabilization Program

MICHIGAN telephone workers are investigating with interest the job stabilization program adopted by the War Manpower Commission which covers all of Wayne County, Warren Township in Macomb County, Royal Oak and Southfield Townships in Oakland County and Ypsilanti Township in Washtenaw County.

The program is designed to keep nearly 700,000 war workers in thirty-four classifications in their essential jobs. Among the thirty-four classes are communication services, including telephone, telegraph and television, repair of facilities and production of communication equipment.

If an employer wants to hire a person already employed in one of the thirty-four classifications the worker must obtain a certificate of release from the job he already holds. If the certificate cannot be obtained from his present employer, the worker may appeal to the United States Employment Service and to the War Manpower Commission.

Five circumstances under which a worker may change his job are:

1. When he is competent to work at a higher skill than his present employment allows.
2. When he is employed for a substantial period at less than full time.
3. When the distance between the worker's home and place of employment is unreasonably great, considering restrictions on use of gasoline, tires and public transportation.
4. When the worker has compelling personal reasons for wishing to change.
5. When the worker is employed at wages or under working conditions less favorable than those prevailing in the community for the type of work on which he is employed.

Frances V. Smith, president of the Michigan Telephone Traffic Employees Federation, Inc., reported in a communication to the Union's board of directors that it seems possible there will be quite a number of grievance cases if the employer sees fit to refuse certificates of release.

"As spokesman for the United States Government, you and I take off our hats to those responsible for our American production—to the owners, managers and supervisors, to the draftsmen and engineers, to the workers, men and women, in factories and arsenals and shipyards and mines and mills and forests and railroads and highways."—Roosevelt.

Post-War Planning by Government, Labor and Industry

IN ORDER to face the future with a marked degree of confidence, government, labor and industry already are planning for the post-war period. In most instances, the men who are helping formulate plans are realists; not stuffed shirts: they're busy as working directors; not window dressing.

Nationwide opinion has veered most sharply toward anticipating a post-war boom, rather than a collapse—at least for the period immediately following the victory. Confidence in this view is based on expectation of a continuance of some arms expenditures; governmental rehabilitation of devasted foreign areas, and replacements in capital equipment worn out during the war and deferred wants.

Over in Washington, the Committee for Economic Development, U. S. Dept. of Commerce Bldg., declares the country can prevent any intolerable unemployment by stepping-up the post-war tempo of civilian production at a rate to keep pace with the disemployment of munitions workers and the demobilization of our armed forces.

Chairman of the C. E. D. is Studebaker's President, Paul G. Hoffman who recently said: "The most which commerce and industry can now do to assure returning soldiers and workers at present engaged in war industries that peacetime jobs will be available is the least which must be done if labor and enterprise are to enjoy a free society."

Several top executives of business are the sparkplugs of the Committee for Economic Development, yet they have no illusions that they know all the answers. Instead, they prayfully hope they have what it takes to get them. To help answer their prayer, they, in turn, are calling upon many high-powered experts for research, guidance and advice.

Basic philosophy of C. E. D. is that if business and government and labor have the right answers in advance, numerous problems will be avoided. Or, if a major period of unemployment is unavoidable during the workers removal from war plants until their placement in other jobs, there is being advocated an advance liberalization of unemployment compensation laws to provide larger benefits—over, say, 26 weeks instead of 12 weeks.

At the same time, the Committee of Economical Development states that a lot of laws, business practices and labor policies may have to be changed if the nation's factories are to hold top levels of output after the war.

Labor is Recognized

The forwarding-looking employers of America today recognize that organized labor is here to stay. Instead of fighting it and trying to destroy the memberships, they recognize that the struggle of the common man since feudal times to organize into collective bargaining groups for the purpose of improving his economic status, constitutes a special force or movement that cannot and should not be destroyed.

Both labor and industry, in their post-war planning, already have come to realize that their interests are, for the most part, common interests rather than conflicting ones.

NFTW Committees

Following is the list of committees functioning for the National Federation of Telephone workers at this time:

PENSION COMMITTEE

J. A. Beirne, Chairman
John Crull
J. A. Morton
E. J. Sweeney
P. M. Harris
Wm. Dunn

RESOLUTIONS COMMITTEE

George DuVal, Chairman
Ione Trice
R. F. Becker
Wm. Dunn
Don Buckley

CONSTITUTIONAL COMMITTEE

J. A. Beirne, Chairman
Mrs. Frances Smith
D. L. McCowen
C. W. Werkau

CREDENTIALS COMMITTEE

J. J. Schacht, Chairman
F. C. Maize
Jack Moran

Union leaders have declared it will be essential for organized labor to maintain the trade-union movement as a strong, virile and potent force when the post-war period comes. It is said there may be some danger of disintegration in the labor ranks, due to rapid infiltration of workers who are not properly schooled, because of lack of time, in the basic principles of organized labor.

It is industrial democracy and the ability of the workers to take part and to be educated and equipped to participate in industrial democracy and in the process of industrial self-government by consent and self-participation. Labor now has major responsibilities because it is in a position of war leadership today and because in the peace that is going to be signed when freedom is won, workers must have a place at that peace table. Otherwise organized labor will not have peace—but another armistice.

Industry Plays Part

Industry is playing an important role in the post-war planning. Industrial leaders declare the only solution that will validate the objectives for which the demoncracies today fight is the solution that provides full employment. As a result, industry is aiding the Post-War Labor Problems Division of the Bureau of Labor Statistics to try gather the facts that will be needed by Labor, by management and by the government to understand the problems of post-war readjustment in advance of the time when it will have to be dealt with, and which will establish and define the starting points from which adjustments can take place.

The question asked many times is in effect "What will be the role of organized labor in the post-war period? It will have a great many roles, but they will not differ greatly from the role of business or the role of any other group. Organized labor's job, according to Dal Hitchcock, Chief of the Division of Post-War Labor Problems, will be to know the facts, to define the problems, and to acquaint all memberships with the characteristics of the broad national issues in a way that will permit every member of organized labor to make wise decisions.

The Power Behind The Throne

By MARY C. YOUNG, Editor

WHAT you manage to get out of anything depends largely upon how much you put into it. This is an old adage that we believe bears requoting. We don't necessarily mean dollars and cents; it can be applied to enthusiasm as well. Your Local Committee members take office in good faith and with the best intentions of working for your welfare. They whole heartedly endeavor to maintain your rights and improve your working conditions. You believe this is their duty since they have accepted these offices. They think much the same way.

What have you done to keep this enthusiasm alive? Do you always read material posted on the Federation Bulletin Board? Do you attend meetings? Do you believe that merely paying your dues makes you a good member? Do you take time to talk about your union to new employees?

Remember even enthusiasm can die. Incentive to forge ahead, to work out your problems, to improve your working conditions,—yes and to increase your pay check, depends wholely on the power behind the throne. You are that power. Without your encouragement and enthusiasm there is no power.

Stand firmly behind your union; attend all meetings even if you must walk. Talk union and let your union heads talk union to you. Criticize, but let it be constructive criticism.

Give your union representatives an opportunity to explain the reason for decisions that are made. Objections, unless they are made to your local committee members, or the Union heads, can be of no help. What you get out of this Union depends largely upon what you, as the power behind the throne, put into it in the way of enthusiasm, encouragement and confidence.

Proposed Amendments To the Constitution

The General Council proposed the following amendments at their meeting of January 19, 20, 21 and 22, 1943. These amendments to be voted on by the membership in a special election to be held in February ARTICLE X, SECTION 3, A—was recommended so that a separate election could be held for President and Vice-President.

ARTICLE X, SECTION 3, A

The general officers of this union shall consist of President, Vice-President, and General Secretary-Treasurer. The President and Vice-President shall be elected in March and April respectively by the election procedure prescribed herein, for terms of two years, by the membership at large from the membership of the general council. The President and Vice-President shall serve their full terms except where they are impeached or become ineligible to full membership in this union. The President and Vice-President shall be eligible for reelection. Election of a general council member to a general office shall have the effect of vacating all lower offices held by said general officer and in such case the vacated offices shall be filled in the manner prescribed in this Constitution.

ARTICLE X, SECTION 3, B—was recommended to provide a separate election for the office of Vice-President.

ARTICLE X, SECTION 3, B

The election of the President and Vice-President shall be by secret ballot of the entire membership. The candidate receiving the highest number of votes for the office of President is elected; the candidate receiving the highest number of votes for the office of Vice-President is elected.

ARTICLE X, SECTION 3, B-1—was recommended—so that the office of General Secretary-Treasurer may be appointed by the President rather than an elected one.

ARTICLE X, SECTION 3, B-1

The office of the General Secretary-Treasurer shall be by appointment from the membership at large, by the President with the advice and consent of the majority of the General Council.

(Continued next column)

The General Secretary-Treasurer may be removed from office by the President with the advice and consent of the majority of the General Council.

Do You Work for Schickelgruber?

You don't know who is Schickelgruber!

That's the guy you worked for last week—Remember, the day you were absent?

He was glad to have you because you slowed up something or other. More than you will ever know.

Hitler, as he likes to be called, just adores optimistic people who ask "what harm can be done through a single day of absence from duty?" Oh, None at all, None at all.

Is he laughing up his sleeve?

NFTW Holds Special Session

President Harris and Vice-President Keith were out of the city January 27 to February 7, 1943, to attend a Special Session of the N. F. T. W. held in Cincinnati, Ohio.

FWTW—News

If you are a healthy able bodied person, report to your local RED CROSS BLOOD BANK. Your blood donation may save some mother's boy.

Suite 676—417 So. Hill St., Los Angeles, California.
Telephone: Michigan 0205

Published Monthly by Women Telephone Workers of Southern California.

Editor..............MARY C. YOUNG
Staff Advisers:
PANSY M. HARRIS..........*President*
EVA H. KEITH.........*Vice-President*
BEULAH E. WALDRON
General Secretary-Treasurer

FEBRUARY, 1943

Well Known Actuary is Studying Bell System Pension Plan

National Committee Meets

THE NATIONAL General Pension Committee met in Chicago recently to review the Resolution on Pension matters adopted at the Seventh National Assembly.

It is the opinion of the Committee that the Pension problem consists of two major phases:

(1) Consideration of the existing Pension Plan.
(2) Study and investigation of the possibility of establishing a new Plan.

First, as noted, is associated with the present Pension Plan. The three objectives of the Assembly, namely (a) increasing the minimum Pension, (b) retirement based on service and (c) equitable representation on the Benefit Committee, coupled with action required before outside agencies on Docket 5188 and other legislative matters which may affect the Plan are the general items which the Committee is preparing to study in connection with the present Plan.

The second broad responsibility is the study of a new Plan, or such modification of the present Plan, as to warrant calling it a new Plan.

The members of the General Pension Committee are, J. A. Beirne, Chairman, Pansy M. Harris, Secretary, John L. Crull, James A. Morton, Ernest J. Sweeney, and William M. Dunn.

PENSIONS

(A release of Telephone Labor Press)

The pension committee of the N. F. T. W. has completed the proposed pension program of the Federation by the employment of Arthur Stedry Hansen, a well-known consulting actuary of Chicago. The arrangement provides for a continuing service over a period of a year.

Consideration is to be given to all the present and past actions of the Companies in the A.T. & T. System to the coordination of benefits of all Company plans with Social Security, the affects of changing economic conditions and precedents established in recent plans in government and industry, the problems of the various commerce commissions and regulatory bodies and the various desires and problems of the telephone workers themselves.

Labor-Management Committees

The Nelson Plan will now be known to Federation Members as the Labor Management Committees. A motion was made by the General Council recommending that Management be informed that the Federation will administer the Nelson Plan and that it shall be known as the Labor-Management Committees.

Local Committee Officers will direct the business of the Locals. District Officers will direct the business of Districts. The President appointed a General Labor-Management Committee from the Executive Board: Mary Shepherd, Chairman; Gladys Yaple and Alma Gill.

Question boxes shall be sealed and opened jointly by a quorum of the Labor-Management Committee.

At a joint conference of the Executive Board December 8, 1942, Management agreed upon procedure to be effective as of December, 1943.

The objective of this survey is a complete and coordinated program from the viewpoint of the employees rather than from that of the employers or the regulatory bodies. A plan is to be evolved which will be the basis of future negotiations for obtaining and protecting the employees' rights.

The Association is fortunate in being able to obtain the services of Mr. Hansen for this work at this time.

Hansen Is Pension Consultant

Probably better than anyone else, he knows the numerous problems involved in this subject and can interpret the various possibilities, alternatives and suggestions for the benefit of the employees. He is one of the very few who have specialized in this field, and he is unbiased in his approach. He is familiar with insured, trusteed and informal plans as well as with the viewpoints and interests of the employers, regulatory bodies, government, insurance and trust salesmen, and especially the employee. He is able to interpret the relative values of various complicated provisions and circumstances, and knowing through experience the desires of all of the interested groups, he can best protect the interest of the employees.

Mr. Hansen has been specializing in employee retirement plans for over twenty years. He is a graduate of Illinois Institute of Technology and has done post-graduate work in economics and law at Northwestern, University of Chicago and Kent. He was assistant professor at Illinois Institute of Technology teaching math, economics and business for several years.

He has been employed by the U.S. Treasury to assist in preparing regulations for the administration of the revised Internal Revenue provisions with respect to taxation of pension and profit sharing plans. He was active in the consideration of modifications of the revenue laws themselves and in addition to working with various committees, etc., appeared before both the U.S. House and Senate Committees on the subject.

Besides such activities as the creation of plans and their administration, valuation, revision and liquidation for numerous large industrial, utility, manufacturing and retail concerns, banks, railroads, etc., he has prepared legislation and developed plans for many state, local and governmental units. He has also done some work for various employee groups, including organized and independent groups both local and national organizations.

He worked actively with several groups during the creation of both the Railroad Retirement Acts and the original Social Security Act in 1935. He has been maintaining current contacts, and he is familiar with the problems underlying the present contemplated changes in both Social Security and Railroad Retirement. He has recently made rather complete analyses of the costs of the various benefits of the railroad Retirement Act for the purpose of obtaining amendments thereto.

I'm in the Army Now!

Reprint from Labor Echoes

I am one of the fellows who made the world safe for democracy. What a crazy thing that was. I fought and fought, but I had to go anyway. I was called in "Class A." The next time I want to be in "Class B." B here when they go, and B here when they come back. I remember when I was registered. I went to the desk of the draft board, and my mailman was in charge. He said, "What's your name?" I said, "You know my name." Again he asked, "What's your name?" So I told him, "August Childs." He said, "Are you an alien?" So I replied, "No, I feel fine." Then he said, "When did you first see the light of day?' I replied, "When I moved from Pittsburgh to Columbus." He said, "How old are you?" So I told him, I'd be 23 the first of September. He said, "The first of September you'll be in Australia and that'll be the last of August."

A veterinarian started to examine me. He asked me if I had ever had measles, small pox, St. Vitus' dance, and if I took fits. I said, "No, only when I stay in a saloon too long." Then he said, "Can you see all right?" I said, "Sure, but I'll be cockeyed tonight if I pass this test." Then he listened around my chest and said, "I think you have a wart somewhere." I said, "Wart, my eye, that's a button in your ear." The doctor said that he had never examined a more perfect physical wreck. Then he handed me a card. Class "A."

Then I went to camp and I guess they didn't think I'd live long. The first fellow wrote on my card "Flying Corps." I went a little further and some guy said, "Look what the wind's blowing in." I said, "Wind nothing, the draft's doing it." On the second morning they put these clothes on me. What an outfit: As soon as you're in you think you can lick anybody. They have only two sizes—too large and too small. The pants are so tight I can't sit down. I passed the officer all dressed up with his fancy belt and all that stuff, and he called to me, "Hey, you, didn't you see what I have on?" I said, "Yes, but you should kick, look what they gave me."

I landed in camp with $75.00. In 10 minutes I was broke. I never saw so many 3's and 12's on a pair of dice. No matter what I did I went broke. Something went wrong even in cards. One time I got 5 aces and was afraid to bet. It's a good thing I didn't for the fellow next to me had six kings. Finally I said, "This is a crooked poker game." They said, "We're playing pinochle, Bud."

Everything was crazy. If you were a lively hand, you were put in the Medical Department. If you were a night watchman you were made "Officer of the Day." I saw a guy with a wooden leg and I asked him what he was doing in the Army. He said, "I'm going to mash potatoes."

It was nice. Five below zero and they called us out for underwear inspection! You talk about scenery! Red flannels and BVD's of all kinds. The Union Suit I had on would fit Tony Galento. The Lieutenant lined us up and said to me, "Stand up." I said, "I am up. This underwear makes you think I'm sitting."

He got so mad he put me to digging ditches. A little later he passed and said, "Don't throw that dirt up here." I said, "Where am I going to throw it? He said "Dig another hole and put it in there." By that time I was pretty mad, so another guy named Jones and myself drank a whole quart of whisky. Finally Jones started acting funny, so I ran to the doctor and told him I thought Jones was going blind. He asked me what we had been doing, and when I told him he asked me if Jones was seeing pink elephants. I said, "No, that's why I think he's going blind. They're there and he can't see them."

Three days later we sailed for Australia. Marching down the pier I had some more bad luck. I had a Sergeant who stuttered and it took him so long to say "Halt" that 27 of us marched overboard. They pulled us out and the Captain came along and said, "Fall in." I said, "I've just been in."

I was on the boat 12 days—seasick all the time. Nothing going down and everything coming up. I leaned over the railing all the time. In the middle of one of my last leans the Captain rushed up and said, "What Company are you in?" I said, "I'm all by myself." He asked me if the Brigadier was up yet and I said, "If I swallowed it it's up." Talk about your dumb people! I said to one of the fellows, "I guess we dropped anchor." He said, "I knew they'd lose it. It's been hanging out there ever since we left New York."

We had a life boat drill, and when the boat was being lowered into the water over the side of the ship it spilled some of the men into the water. Only the Second Lieutenant and I were left in the boat. The Lieutenant gave orders to pull the men out of the water by the hair of the head. I was struggling with the men and one fellow with a bald head yelled, "Hey, pull me out." I said, "Go down again and come up the right way."

Well, we landed in Australia, and were immediately sent to the trenches. After three nights in the trenches, the cannons started roaring, the shells started falling, and I started shaking with "Patriotism."

I tried to hide behind a tree but there weren't enough trees for the officers. The Captain came around and said, "Five o'clock we go over the top." I said, "I'd like a furlough." He said, "Where do you want to go?" I said, "Anywhere it's warm." He told me where to go.

Five o'clock and we went over the top. 10,000 Japs came at us. They all looked alike and looked at me as if I had started the war. Our captain yelled out, "Fire at will." I didn't know any of their names, I have never seen them before.

I guess the fellow behind me thought I was Will. He fired and his gun shot me in the excitement. On my way to the hospital I asked the stretcher bearer where he was taking me. He said, "You're goin' to the morgue." I said, "There's some mistake, I'm not dead." "Lie down," he answered, "do you want to make a fool out of the doctor?' Finally a pretty nurse came in and said, "Move over". . . Oh well . . . that's another story.—

First Meeting of FWTW Council

Recently the first meeting of the newly elected General Council was called to order by President Harris, with each district represented. Following the oath of office, the constitution was read by the Council, motions and general by-laws were enacted. A copy of the General By-Laws shall be sent to all locals and members.

It was agreed by the General Council to recognize the name changes of several districts made by the Company in order that there should be no confusion.

The name of Imperial Valley district shall be maintained by the Federation. The company will refer to it as San Diego District.

A motion enacted that District meetings will be held quarterly as provided in the constitution. The months agreed upon were February, May, August and November. The date to be set by the District Chairman.

General Council meetings will be held quarterly as provided in the constitution.

The months agreed upon were January, April, July and October.

The proposed budget was read as approved by the retiring General Council October 29 and 30, 1942 totaling $14,876.00 while receipts amount to $12,000.00. This budget was also approved by the new General Council.

Elections for the Executive Board were held. By a majority vote Mary V. Marsteller, Gladys Yaple, Mary Shepherd and Alma Gill will serve along with the three general officers.

Standing appointments made by President Harris were:

(1) *General Grievance Committee:*
Eva H. Keith, Mary Marsteller, Esther Roberts.

(2) *Pension Committee:*
Rita Cornia, Ruth Olds, Myrtle Fletcher.

(3) *General Election Committee:*
Beulah Waldron, Kathryn Wright, Eileen Darcy, Louese Webb.

(4) *General Labor-Management Committee:*
Mary Shepherd, Gladys Yaple, Alma Gill.

(5) *Constitutional and By-law Committee:*
Nell Leichtfuss, Lucile High, Virginia Dobbs.

(6) *Parliamentarian Committee:*
Lucile High, Nell Leichtfuss.

(7) *Membership Drive Committee:*
Maude Hooker, Jean Nixon.

(8) *Editor of Publication:*
Mary C. Young.

Martha Grafflin Fund:

The entire Executive Board shall serve as trustees for the Martha Grafflin Fund. Two available members shall approve of loan.

A brief report was read by President Harris of the functioning of the General Pension Committee. The resolution of the General Pension Committee was approved.

"The Bee That Swarmed Alone"

Said a wise old bee at the close of day,
This colony business doesn't pay,
I put my honey in that old hive
That others may eat and live and thrive,
And do more work in a day, by gee,
Than some of the others do in three.
I toil and worry and save and hoard,
And all I get is my room and board.
It's me for a hive I can run myself,
And for the sweets of my hard-earned wealth.
So the old bee flew to a meadow alone
And started a business of his own.
He gave no thought to the buzzing clan,
But all intent on his selfish plan.
He lived a life of a hermit free.
"Ah, this is great," said the wise old bee.
But the summer waned and the days grew sere
And the lone bee waited as he dropped a tear:
For the varmints gobbled his little store,
And his wax played out and his heart was sore,
So he winged his way to the old home land,
And took his meals at side-door stand.
Alone, our work is of little worth,
But together we're the lords of the earth:
So it's all for each and each for all—

UNITED WE STAND,
DIVIDED WE FALL.

(Pact News)

District Quarterly Meetings Being Held in February

The District Chairman of the Federation will call regular quarterly District Council Meetings early in February.

The respective Local Chairman will attend the District Council Meetings.

Local Meetings This Month

In accordance with the constitution, all Locals shall hold Local Membership Meetings immediately following the District Council Meetings.

Special Balloting on Vital Issues

Ballots will be mailed out from Headquarters Office some time in February in regards to a Referendum Ballot on the Three Dollar per Member Assessment for the purpose of opening Wage Negotiations and Working Conditions Agreement.

Also, a ballot on Amendments pertaining to the General Election of Officers and a salary for the Vice President of the Federation.

Watch for detailed information in the next issue for the forthcoming Special Election.

Newly Elected Executive Board Meets With Company

On December 8, 1942 the newly elected Executive Board met with the company to discuss:

Changing the name of the Nelson Plan to Labor-Management Committee; Holiday work and pay; Replacement employees; Part time employees' hours and pay; Differentials; Short hour tricks; Working third week of vacation.

Labor News and Views

Indiana Group Newly Organized

With wage increases retroactive as of October 4, 1942, the newly formed Indiana Union of Telephone Workers have reached an agreement with their managerment, the Indiana Associated Telephone Co. on their first contact. This contract stipulates, among other features, a maximum six-year progression schedule and wage increases ranging from $2 to $4 per week for employees in all departments. The contract is now in the hands of the National War Labor Board for review.

The union was organized under supervision of C. W. Werkau, Central Regional Executive Board member of the National Federation of Telephone Workers. Plans already are under way for organizing employees of all independent telephone companies in the State of Indiana.

News from Telephone Equipment Workers

J. A. Beirne, of New York, has been elected president of the National Association of Telephone Equipment Workers for the year 1942-43.

Other officers and directors of the Union elected included A. L. Bowles, Detroit, vice-president; M. G. Bolz, Cleveland, secretary-treasurer L. H. Junker, Brooklyn, member-at-large; and W. H. Petry, Boston, member-at-large.

The Union, which formerly was known as the National Association of Western Electric Employes of the Telephone Sales Department, has offices at 206 Varick street, New York city. After January 1 the new headquarters will be in the National City Bank Building.

A panel of the War Labor Board now has before it the Union's case which includes a demand for a general wage increase of 9.2 percent based on the "Little Steel" formula; the inclusion of a maintenance of membership clause in future contracts, and continuation of an automatic wage progression plan that provides for starting, grade and top rates.

A Little Matter of About $30,000,000

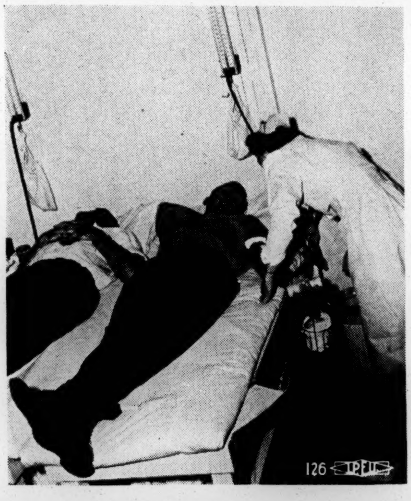
(Continued from Page 6)

556,764 would be bond interest, including interest on pension notes.

Harry R. Gretz, assistant comptroller of A. T. and T., produced a tax analysis of the Long Lines Department for 1942 which showed a total of $54,553,000 and described as erroneous the $32,076,000 tax figure contained in the FCC rate reduction order. The net operating income amounts in the FCC table also were called completely erroneous by Mr. Gretz.

Mr. Burgess, who concluded the A. T. and T. presentation, declared there must have been "a plain error" in the charge of $62,000,000 excess earnings when the accounts show such earnings to be $32,000,000, and also asserted that the FCC made an error in disregarding the $50,000,000 in Federal taxes.

Telephone Workers Answer Red Cross Call



A member of the United Brotherhood of Telephone Workers, Inc., (Southern California) donates a pint of blood to the American Red Cross. A receptacle into which the blood is pumped is at the side of the bed. The wedge held in the donor's hand, on which he presses, makes the blood flow more readily.

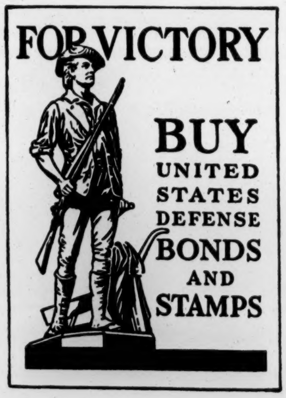
Labor's Ideas Raise Production

Thousands of practical suggestions by American workers to speed output of materials for the war are flooding in every month through the War Production Drive suggestion awards system in answer to the call of Donald M. Nelson, chairman of the War Production Board.

In last month's group of suggestions 128 were judged so important by plant committees that they were sent to Washington for governmental recognition. Thirty of the suggestions have resulted in the saving of 112,459 man-hours annually, it was estimated, while the other ideas are bringing about the saving of many thousands of work-hours.

It has been suggested that workers ask themselves the following questions as a help in developing more ideas to speed the war effort:

1. Will it increase production?
2. Is there a better way to do your job?
3. Is it the best way to do your job?
4. Have you contributed any ideas through the suggestion box system?
5. Can you save material on your job?
6. Can you prevent an industrial accident?
7. Are you on the job on time every work-day?
8. Can you do more work than you are doing?
9. Will it help win the war?



Theresa Donahey
700 Finance Bldg
750 Prospect Ave
Cleveland Ohio
SCGR

The American Red Cross Reports to The People

637,000 service men given personal aid.

2,880,000 pints of blood being collected.

15 overseas clubs for army-navy men.

33,705 nurses enrolled for army and navy.

31,000 nurses teach Red Cross home nursing.

30,000 nurses' aids volunteer for duty.

72,434 persons aided in disaster.

2,500 survivors from torpedoed ships aided.

3,300,000 individuals trained in first aid.

71,000,000 surgical dressings produced.

6,500,000 relief garments made.

20,000,000 overseas war sufferers helped.

1943 Red Cross War Fund—March 1–31.

NATIONAL WAR LABOR BOARD

In the Matter of: : Case No. 337

THE OHIO BELL TELEPHONE COMPANY :

and : December 11, 1942

THE OHIO FEDERATION OF TELEPHONE :
WORKERS, INC. (PLANT EMPLOYEES;
ACCOUNTING, DIRECTORY, AND COMMERCIAL :
EMPLOYEES; AND TRAFFIC EMPLOYEES) :

DIRECTIVE ORDER

By virtue of and pursuant to the powers vested in it by Executive Orders Nos. 9017 of January 12, 1942 and 9250 of October 3, 1942, the National War Labor Board hereby directs that:

(1) Each of the wage rates in the progression schedules for each of the Councils shall be increased by $2.00 per week. The rates in the progression schedules for the Traffic and Commercial Councils shall be further increased by the amount in excess of $2.00 as shown in Appendix A to the Company's comments on the Mediation Panel's report.

(2) The night shift differentials for the Traffic and Commercial Councils shall be adjusted as shown in Appendix A to the Company's comments on the Mediation Panel's report.

(3) The wage rate and night shift adjustments shall be retroactive to July 12, 1942 as agreed by the parties.

(4) The request for a maintenance of membership clause is denied. (Since the current agreement between the parties will expire in January 1943, the parties may negotiate this issue for the new contract.)

(5) The remaining requests are denied, as recommended by the Mediation Panel.

(6) Any employee who has either quit or been discharged between the retroactive date and the date on which this order is placed in effect, shall receive the amount of the increase up to the date on which his employment with the Company was terminated, providing he makes application in writing to the Company within sixty (60) days after the order has been issued. The sixty (60) day limitation shall not apply to employees who have become members of the armed forces of the United States.

s/ George W. Taylor
s/ Wayne L. Morse
s/ Van A. Bittner

s/ Roger D. Lapham
s/ Cyrus Ching

Dissenting on the denial of Union Maintenance:
s/ Robert Watt

(SEAL)

NATIONAL WAR LABOR BOARD

In the Matter of:	:	Case No. 337
THE OHIO BELL TELEPHONE COMPANY	:	
and	:	December 11, 1942
THE OHIO FEDERATION OF TELEPHONE WORKERS, INC. (PLANT EMPLOYEES; ACCOUNTING, DIRECTORY, AND COMMERCIAL EMPLOYEES; AND TRAFFIC EMPLOYEES)	: : :	

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(3) The wage rate and night shift adjustments shall be retroactive to July 12, 1942 as agreed by the parties.

(4) The request for a maintenance of membership clause is denied. (Since the current agreement between the parties will expire in January 1943, the parties may negotiate this issue for the new contract.)

(5) The remaining requests are denied, as recommended by the Mediation Panel.

(6) Any employee who has either quit or been discharged between the retroactive date and the date on which this order is placed in effect, shall receive the amount of the increase up to the date on which his employment with the Company was terminated, providing he makes application in writing to the Company within sixty (60) days after the order has been issued. The sixty (60) day limitation shall not apply to employees who have become members of the armed forces of the United States.

s/ George W. Taylor
s/ Wayne L. Morse
s/ Van A. Bittner

s/ Roger D. Lapham
s/ Cyrus Ching

Dissenting on the denial of Union Maintenance:
s/ Robert Watt

-(S E A L)-

NATIONAL WAR LABOR BOARD

In the Matter of

OHIO BELL TELEPHONE COMPANY

and

OHIO FEDERATION OF TELEPHONE
WORKERS, INC.

January 23, 1943

Case No. 337

AUTHORIZATION

By virtue of and pursuant to the powers vested in it by Executive Order No. 9250 of October 3, 1942, and supplementing its Directive Order in the above entitled case of December 11, 1942, with the consent of the parties, in order to eliminate inequalities which might otherwise result, the Company is hereby authorized to:

1. Increase the wage rates in the progression schedules of the approximately 544 non-management commercial department employees not represented in the bargaining unit in this case by $2.00 per week.

2. Extend to female employees in the plant council the increases in excess of $2.00 authorized for female employees in the other councils as shown in Appendix "A" to the Company's comments on the mediation panel's report:

3. Increase the rates in the progression schedules of the approximately 70 non-management employees in the financial, executive, engineering, and legal departments by $2.00 per week or by such amount in excess of $2.00 as is permitted for female employees in the traffic, commercial and plant councils;

4. Grant a $2.00 per week increase to the approximately 19 male non-management employees in the accounting department.

s/ GEORGE W. TAYLOR, VICE CHAIRMAN

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files
11

Bell Telephone
Case
269 NWLB

TRAFFIC COUNCILS
of
THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.

October 16, 1942

To Heads of All Traffic Organizations :

Attached, for your information, is a copy of the letter that was sent from our Traffic organizations in Ohio, to Senators Brown and Wagner, concerning the resolution they had introduced for the fixing of wages.

The Bill has since been passed, but you may wish to use some of the information contained therein.

Sincerely yours,

Iva M. Kokensparger (Signed)
President, Traffic Employees
Council

Theresa Donahey (Signed)
President, Traffic Council

TRD:m

Traffic Council, Northeast Area of Ohio, And Traffic Employees
Council, Southwest Area Of The Ohio Federation of Telephone Workers, Inc.

September 23, 1942

Hon. Robert N. Wagner
Hon. Prentiss M. Brown
Senators of the United States
Senate Office Building
Washington, D. C.

The Traffic Councils of the Ohio Federation of Telephone Workers are intensely interested in the effect of the joint resolution introduced in the Senate of the United States by you on September 14, 1942.

While we recognize that the resolution contains restrictions whereby no action shall be taken in respect to wages and salaries in matters that are pending before any agency of the Federal Government up to September 15, 1942, we do believe that a determined fight will be made to avoid such restrictions and to fix wages in such a manner that injustices will be done to certain groups of workers, especially those who are concerned with this communication.

The country faces a critical situation in the communications industry which we believe has not been brought forcibly enough to the attention of the government or the people.

While the telephone industry is a vital war industry and the efficient maintenance of this industry is absolutely essential to the effective prosecution of the war, the efficiency of this industry as represented by the work of the human elements--the labor--is rapidly disintegrating. Disturbance is rife, among the employees there is a dissatisfaction and the lowering of morale, and the workers are rapidly departing from their employment in the Bell system to other war industries with a consequent distressing effect upon the communications industry.

The authors of this letter are the duly elected representatives of independent unions, the members of which are all employees of the Ohio Bell Telephone Company, a subsidiary of the American Telephone and Telegraph. They are workers who are directly connected with telephone operating, instructing and supervising and the clerical and dining service employees who serve and work with the operating force.

The membership of said Union is entirely female.

The Ohio Federation of Telephone Workers, Inc. is made up of four independent unions, which are called councils. They are (1) The Commercial Council; (2) The Plant Council; (3) The Traffic Council, Northeast Area of Ohio; and (4) The Traffic Employees Council, Southwest Area of Ohio.

(1) The Commercial Council is composed of business office, accounting department and directory department employees.

(2) The Plant Council is composed of installers, repairmen, central office men, construction and maintenance men, engineering department employees, office employees and clerical employees whose work is related to the Plant Department.

Both Councils include men and women employees in their membership.

(3) The Traffic Council, Northeast Area, of which Mrs. Theresa Donahey is President, has jurisdiction over the northeastern part of Ohio. The principal cities therein are Cleveland, Akron, Canton, Youngstown, Painesville, and Ashtabula.

(4) The Traffic Employees Council, Southwest Area, of which Mrs. Iva Kokensparger is President, has jurisdiction over the remainder of the State of Ohio. The principal cities in said area are Columbus, Dayton, Toledo, Springfield, Steubenville, Sandusky, Findlay and Zanesville.

Although all these councils are affiliated with the Ohio Federation of Telephone Workers, each council acts independently of the other and carries on independent bargaining with the Ohio Bell Telephone Company, with this exception, that the Traffic Councils of the Northeast Area and the Southwest Area join together for the purpose of collective bargaining.

The method that they have adopted is that each Traffic Council appoints a negotiating committee and the two negotiating committees combine and act as one committee in negotiating a collective bargaining agreement for the entire State of Ohio.

The Unions herein referred to are an outgrowth of organizations set up by the company which became independent as a result of the passage of the National Labor Relations Act.

Prior to March, 1937, the company maintained an employee plan of representation. In March, 1937, a ballot was circulated among the employees in the Traffic Department by which the employees signified by a vote of ninety-nine percent (99%) that they desired this Union to be formed, and to represent them in collective bargaining agreements. From that time, the company has recognized them as the collective bargaining agents in the Traffic Department.

In order that you may have some understanding of the problems that are unfamiliar to the general public, we desire to set before you the following facts which have an effect upon this industry and which is causing the departure of employees from the telephone industry to other war industries, with the resulting distressing effect that we have heretofore referred to.

The Telephone Operator

The telephone operator to the public is nothing but a voice. The conditions under which she works, the responsibilities that she undertakes, the pay she receives, has been successfully screened from the public by this gigantic and powerful corporation. The telephone operator is described by Eleanora Dayton Surry, Long Distance Operator, of Washington, D. C., in a poem that has attracted wide attention and has been used by the telephone company in full page ads in the leading magazines of the United States:

"We Are The Unseen

"We are the unseen, ever watchful, never sleeping,
Binding the atoms together.
  Not ours the glory nor applause,
We wear no uniform and yet are part of our
  land's destiny,
Guarding her secrets well.
We are the unseen, loyal, true to an ideal,
  One God, one country, one flag:
We want no praise, knowing, out there,
Men have shed their blood that we might live...
With others soon to follow them.
  Our reward shall be, one day, with the touch
  of magic at our finger-tips
To send across the quivering wires
  One far-flung cry -- 'Ours is the Victory!'"

While millions of dollars are spent by this company in building up good will through advertising, public relations, memberships in clubs, in bar associations, civic organizations throughout the United States, and on the radio, little is known of the employees, "the unseen" who have in great part made this company the successful venture that it is.

Job Requirements

The requirements to be an efficient telephone operator are many and varied, necessitating employees of high intelligence and great physical endurance, as is shown by the following list:

1. Training on the job.

2. Apprenticeship of approximately two years before full degree of proficiency is attained.

3. Endurance.

4. Constant public contact to produce good public relations.

5. Must represent the Company in millions of public transactions yearly.

6. Understand Company policies to make satisfactory public contacts.

7. High degree of productivity must be maintained twenty-four hours per day.

8. Sacrifice of social life to meet those job requirements.

9. Ability to withstand public abuse.

10. High standard of quality always expected regardless of rush.

11. Good workmanship must not suffer for the sake of quality. (Personal sacrifices due to twenty-four hour coverage).

12. Speed-up system to accomplish more output.

13. Under pressure to get quality.

14. No "Non-Productive" time. Special senses constantly on the alert. Pressure for production causes a war of nerves.

15. Team work - A prime necessity to get job done.

Job Specifications

Coupled with the physical and mental requirements as listed under the preceding heading, an operator, in order to hold her job and give efficient service, must meet the following specifications:-

1. Education.

2. Dexterity and diversified flexibility.

3. Keenness and alertness.

4. Personality, tact, and aggressiveness.

5. Intelligence.

6. Initiative and ability to follow.

7. Personal attractiveness. Compliance with standard set.

8. Character.

9. Reputation.

10. Excellent health.

11. Good eyesight very important.

12. Congenial.

13. Ingenuity - Resourcefulness.

14. Judgment and foresight.

15. Teamwork - attitude important.

16. Tactful conduct.

17. Manner and Trainability.

18. Good hearing very important.

19. Good physical stature. Strength and Endurance.

20. Steady, deliberate characteristics. Patient.

21. Clear, pleasing and distinct telephone voice.

Job Hazards

Little do people realize the tremendous job hazards that are connected with the work of telephone operation. We list them as follows:

1. The "lighting" in the Operating Rooms has never been considered satisfactory and is constantly in the course of experimentation. The condition varies according to the size of office. Some of the smaller offices have very poor lighting conditions.

2. The "ventilation" condition has also been a continuous problem, and with the various haphazard systems used, it has always been either heavy or odorous, damp and chilly or very drafty, with electric fans blowing on the backs of heads of the operators in the summer, and the various types of heating systems in the winter. Because of the natural set-up of switchboards covering all windows, when any windows are opened up behind these boards it naturally results in drafts, and resultant colds.

3. The switchboards are placed very close together and the chairs high from the floor necessitating the use of an iron foot-rest. These combined conditions result in the workers being constantly cramped for space and forced to set in a round-shouldered position. The company has been requested at various times to remove these bars, and lower the positions.so that the feet may be placed on the floor in a normal manner, with some of the discomfort removed.

4. Operators sit in this cramped position during the entire period of their work, subject only to a fifteen minute relief period during a session.

   Information and Intercepting Operators in addition to these other cramped situations have to wield large and heavy directories and intercepting books all day long.

5. The Operators are required to stretch considerable distances, both right and left, to set up calls in multiple jacks. They must in all jobs be color perfect, to distinguish and to understand the multi-colored switchboard markings, indicators and articles of equipment, also to distinguish between the various colored lamp caps indicating certain groups of trunks.

The night force must tally, sort, time, date and bundle the previous day's call tickets, read registers and peg counts, and do all the clerical work connected with these counts, and at the same time handle the ever-increasing late evening and night load of traffic.

6. Eye trouble is a common complaint because of the type of lighting equipment, and the close application to writing and coding tickets; reading the fine type in directories, the route and rate books; and facing the constant flicker of thousands of lights, both from incoming lines and the many out-going trunk lines.

7. Because of the difficulty in ventilation and the constant use of vocal chords there are many cases of throat irritations, sinus trouble, rheumatism and stubborn arthritis found among the workers.

8. Acoustic shocks are a common occurrence among the workers. While serious damage does not frequently occur, the dialing of customers in the operator's ear, the heavy vibration of coins deposited in pay telephones, and the ringing on circuits and trunks, has resulted in an almost constant nervous re-action on the operators, due to shock.

9. The continuous wearing of headsets with the wire headband pressing on the skull, and the earphones on the ears, results in many cases of headaches and sore ears. In addition numerous cases of hard of hearing have been found, and even permanent indentations of the bony area around the ear.

10. The small steel screws holding the glass bulletin boards on the positions are a constant source of frequent burning, shocks to elbows and arms of operators.

11. In addition to the noises in the ears from the acoustics, the room noises are a constant nerve-wracking irritation, what with most exchanges facing busy thoroughfares and the trunks, busses, and streetcars in constant parade, interrupting the operators constantly.

12. The operator, in addition to all those other interruptions, is always subject to constant alertness and over-lapping by having signals pointed out to her by the supervisor, assistant chief operator and others. Never a relaxed moment, but always under nervous pressure.

The service is very exacting so far as it affects the eye and through the eyes the general system. The faculties are kept constantly on the alert; there is a high tension on the special senses, and a certain amount of mental worry. The strain is in proportion to the nervous force exhausted, and the exhaustion of nervous energy is a matter only of degree, depending upon the duration and intensity of employment. Telephone operating in this particular differs from other occupations in which female labor is employed, and where the strain is mainly physical.

Medical Testimony on Health Hazards

No medical report has been made in recent years regarding the health hazards of the telephone operator. The most recent discussion of the subject was made in 1907, when in a dispute between the telephone operators of Toronto, Canada, and the Bell Telephone Company of Canada, Ltd., a Royal Commission headed by W. L. McKenzie King investigated the operator's complaints. The report of that Commission is now in possession of the Russell Sage Foundation in New York City.

Although the report was made in 1907, the effect of telephone work on women is far more detrimental because of the increased demand on the operator's skill and energy in the constant drive by the Telephone Company for perfect service.

A score of medical witnesses, outstanding members of their profession at the time the report was written, give full and complete evidence regarding the health hazards of the telephone operator.

The following are excerpts from the testimony of the medical experts:

> "The business of a telephone operator is the most trying of any I have ever seen so far as it affects the eyes, and through the eyes, the generl system. No other occupation which is open to women necessitates as great a nervous strain upon the nervous system as telephone operating. The nervous system is particularly sensitive to strain at the ages at which operators are generally employed, somewhere between seventeen and twenty-five and adverse effects are likely to make themselves known after the end of a year or three years, partly later in life.
>
> "A telephone operator's work is more strenuous than a school teacher's. I think it is as strenuous as an examiner of papers at an examination; it is as strenuous as a short-hand reporter. After five years continuous work in the telephone office, with the hours and under the conditions that are existing there, would disqualify any woman to become a wife and mother. The breaking down of the nervous system is too big a price to be paid for commercial enterprise.
>
> "It is to be remembered in the first place that the class of persons employed as operators is composed mostly of girls and young women between the ages of seventeen and twenty-three, that persons of these years are preferred to others because of the greater facility with which they learn the work and acquire dexterity; that these are years during which the nervous and physical system of a woman is peculiarly sensitive to strain and susceptible to injury, and that harm done to, or impairment of the system sustained at that time of life is apt to be more far reaching in its consequences than would be the effects received from similar causes in maturer years. The

effects more-over upon posterity occasioned by the undermining or weakening of the female constitution cannot receive too serious consideration.

Job Comparisons

Such an important responsibility as furnishing telephone communications to one hundred and thirty-five million people, requires a large organization of skilled, intelligent workers, fully aware of their obligation to give the public the best possible service.

In past negotiations the company has insisted in comparing the telephone worker with the outside industry where no particular skill is necessary.

There can be no fair comparison of the telephone worker's job in the Traffic Department with outside industry. The telephone operators receive new instructions concerning practices very frequently, and are checked daily on their knowledge of the job by various observations that are continuously taken.

Due to the need of flexibility within the force the operators must have complete knowledge of all the complicated operating jobs in the office. She is required to increase her knowledge daily.

Inasmuch as the telephone operators are required to be on call for twenty-four hours duty, it is necessary for her to have complete knowledge of the operations of the equipment, to analyze and report the trouble detected by her and the customer.

Between five thirty p. m. and eight thirty a. m. it is also necessary for her to satisfy customers' complaints about various type of service and charges that normally would be transferred to the business office.

Morale

In order to have efficient operating, there must be no break-down in the morale of the worker. Break-down in morale grows out of a great variety of causes:

First and foremost is inadequate wages. If the company had paid adequate wages to its workers in Ohio there would not be the disturbance and the turmoil existing among the operators of Ohio.

In addition to inadequate wage schedules, discontent has grown, due to the action of the Ohio Bell Telephone Company in the wholesale transfer of employees to defense areas and the payment to said transferees of wage rates in excess of that received by the local operators.

The Union has advised the company on many occasions during negotiations that a complete break-down of morale exists among the workers; that the company's method of operation has caused personal disputes and is interfering with the actual work output of the employees.

Lowered efficiency among the group is also evident and there is friction between the local groups and the transferees who are receiving the higher rates for the same kind of work. The breach is being widened by the attitude the company is taking, that it is none of the Union's business.

Bias against the worker by those who speak for management is very much in evidence. Good management will do its utmost to remove such a cause of friction.

It goes without argument that not even the best trained and most highly skilled worker will not reach fully productivity unless her morale is high.

Industry faces a tremendous job in order that America shall win the war. This will require utmost co-operation of both non-defense and defense industries and the people employed in them. America's future depends upon the productivity of industrial workers.

Industrial morale therefore is absolutely essential. It can be maintained at a high level only if industrial employers prove their ability as leaders, and see that those whom they employ are receiving justice in regard to their wage rates.

Some of the effects on the business caused by a breakdown in morale are:-

1. Discontented work force.
2. Unnecessary absences.
3. Lack of respect for superiors.
4. Increased labor turnover.
5. Sullen and stubborn attitude.
6. Lack of cooperation.
7. Lack of confidence in their own ability to do the job right.
8. Abuse of equipment.

9. Always carrying a grudge or hard feelings.

10. Loss of production.

The telephone operator will give her best effort to a good manager and loyalty to a company which makes sure that a justified grievance is properly and promptly disposed of.

Sub-Standard Wage

The sub-standard wage for traffic people, maintained by the Ohio Bell Telephone Company over a long period of years is destructive to the morale of the employees and detrimental to production. The inequality in the wages paid to the telephone operator has been developed considerably by the increased earnings of employees in outside industries and the upsurge of prices. The continuance of such a trend leads to the economic break-down of the worker. Because of the race between wages and prices, the rise in the cost of living has imposed cruel hardships on sub-standard wage earners.

The type of employee selected by the Company has contributed to the continuation of a sub-standard wage through her reliance on other members of her family for the difference between her earnings and her needs. Comparable wage levels in Ohio and the cost of living have changed to such an extent to more than sufficiently offset the increase granted by the company in January, 1942. In addition, the heightened efficiency in production, increased pressure and responsibility created by expansion of production, the company's profits and ability to pay, entitles the telephone worker to a rate that will meet her needs and permit her to maintain the standard of a skilled American worker.

An employee entering the service of the Telephone Company receives a rate of pay varying from Thirteen Dollars ($13.00) in smaller communities to Sixteen Dollars ($16.00) in the largest city. This wage is much lower than that paid to women workers in other industries in the same localities. After ten years, the pay reaches a maximum of Twenty-One Dollars ($21.00) and Twenty-nine dollars ($29.00) respectively, yet the company openly admits that an operator has attained the necessary skill at the end of two years. Including the increases received in January, 1941 and January, 1942, the telephone worker's pay is still far behind the national trend.

The Telephone Worker Has Not Received Her Just Share Of The Wealth That She Has Created Through Her Increased Productive Efficiency

The telephone worker has made it possible for this corporation to be one of the richest in the world, therefore she has a right to a fair share of the Company's earnings.

Year in and year out the introduction of technological changes have assisted telephone operators in raising production, to such an extent that each of the wage increases of the last five years have been more than absorbed in rising woman hour output.

The telephone industry used technology during the last decade to care for a visualized lack of woman power to handle the stupendous growth in telephone business - quoting Mr. Randolph Eide, President of The Ohio Bell Telephone Company. "The Company produced more local and long distance calls than ever before."

Capacity operations gave the telephone industry in Ohio a gain for the last ten months of 1941 of ninety-five thousand (95,000) telephones, nearly forty percent (40%) higher than in any previous year and the subsequent local and long distance calls load was again increased. Consequently the telephone industry is benefiting from increased productive efficiency for two reasons. First, efficiency is rising as a result of increased hourly output, and; Second, it is rising as a result of capacity operations.

The operator, with the advent of the dial system became a highly specialized customer's assistant, meriting more money which she has not received in proportion to her productive efficiency.

The telephone worker has a right to share proportionately with the stockholder, who invests his money at a risk for profits and who has received throughout the depression and up to date, nine dollars ($9.00) a share on his investment, which in many instances represents an outlay of less than eighty dollars ($80.00).

The telephone worker has a right to a livable wage and should not have to depend on other members of her family contributing to her support.

The telephone worker, as does any other worker, has a right to a just share of the wealth they create with their hands and their brains.

The endurance on the job as demonstrated by the constant courteous and efficient service under the most trying conditions is worthy of monetary recognition.

The telephone worker is not seeking to establish any special priviledge or exact any new profit out of the war program, but wishes to receive a just wage for the skill expended in her work.

Ten-Year Progression Schedule

The method of paying wages in the telephone industry is entirely different from that found in any other industry. The wage policy is determined by the American Telephone and Telegraph and all its subsidiary companies must follow that established policy.

Although the employees perform exactly the same kind of work under practically the same conditions the company has grouped cities into what they call a schedule, and each group of cities has a different wage rate, and each group of workers in those cities has a different wage rate, based upon the length of employment of the worker.

They call this the ten-year progression schedule. It has been in existence for many years, and has for its underlying purpose the destruction of any tendency workers might have had to organize.

The change that has taken place in the last five or six years in the economic thinking of the telephone operators has outmoded this wage method. The Traffic employees are definitely of the opinion that they should be paid the maximum rate of pay when the skill for handling the job has been acquired.

Although the Company has stated the job requirements can be learned and the operator is at the peak of her production in two years, yet it is necessary for her to wait an additional eight years before paid the maximum for her skill.

Since the operator does reach her peak of production in two years, an additional eight years are used to "season" the employee in Bell policies and practices.

In outside industry where in many instances skill is also a requisite, the worker receives as soon as the apprenticeship period is completed, the wage rate as specified for that particular job.

Just because the ten-year progression schedule has been followed for years does not prove it is justifiable.

Each time an increase is negotiated for the Traffic Department, concerted effort has been made to reduce the schedules.

Since this practice is followed throughout the Bell System, the Ohio Bell Telephone Company, although much pressure has been put on this particular item, refuses to change the tradition.

Increases in the early stages of the schedules are very rapid. This is done to hold the newer employees. Now, with conditions changing so rapidly it is very evident that a revision will be necessary in order to keep employees. Many coming into the industry, when learning about the ten-year waiting period before reaching their maximum, do not remain but look elsewhere for employment.

In checking, the ten-year wage progression for skilled workers is found almost exclusively in the A. T. & T. system.

Impossibility of Determining Weekly or Hourly Averages

It is impossible to determine a weekly or hourly average for this industry because of the many and varying schedules and the various wage progression steps within the schedules.

About fifty percent (50%), or two thousand, four hundred (2,400) women are receiving less than Twenty Dollars ($20.00) per week. Following is a list of schedules in Ohio, number of employees, and wages:

SCHEDULE I	
Employees	Rate
106	$16.00
69	17.00
19	18.00
50	19.00
141	20.00
385	

SCHEDULE II	
Employees	Rate
194	$15.00
196	16.00
74	17.00
171	18.00
197	19.00
169	20.00
1001	

SCHEDULE III	
Employees	Rate
41	$14.00
26	15.00
12	16.00
33	17.00
54	18.00
20	19.00
4	20.00
190	

SCHEDULE IV	
Employees	Rate
56	$14.00
31	15.00
71	16.00
63	17.00
46	18.00
19	19.00
7	20.00
295	

SCHEDULE V	
Employees	Rates
59	$14.00
53	15.00
57	16.00
73	17.00
41	18.00
23	19.00
35	20.00
341	

SCHEDULE VI	
Employees	Rate
33	$13.00
26	14.00
20	15.00
26	16.00
6	17.00
9	18.00
15	19.00
12	
147	

SCHEDULE VII	
Employees	Rate
13	$13.00
18	14.00
19	15.00
18	16.00
5	17.00
11	18.00
11	19.00
16	20.00
112	

The other fifty percent (50%) received from Twenty One Dollars ($21.00) to Twenty-Nine Dollars ($29.00), but they must work anywhere from two to more than ten years before receiving increases. The Twenty-Nine ($29.00) rate is paid only in Cleveland, Ohio, and is received by only thirteen percent (13%) of the total number of employees working.

The following tables show the number of people receiving over Twenty Dollars ($20.00), the length of time they must work to receive increases, the low pay, and the inequalities that exist by the wage method this company has adopted. It must be remembered that all of these workers must be able to perform all the required duties of their job and that they must reach a maximum of efficiency at the end of two years; that the conditions under which they work are practically the same in all cities:

		No. of Employees	Length of Service Required
Schedule #1	$21 to $25	72	2 - 6 years
	$26	49	6 - 7 years
	$27	7	7 - 8½ years
	$28	25	8½ - 10 years
	$29 maximum	616	Beginning 11th year.
Schedule #2	$21 to $25	331	2½ - 8½ years
	$26	22	8½ - 10 years
	$27 maximum	471	Beginning 11th year.
Schedule #3	$21 to $25	30	3½ - 10 years
	$26 maximum	57	Beginning 11th year.
Schedule #4	$21 to $24	228	4½ to 10 years
	$25 maximum	136	Beginning 11th year.

		No. of Employees	Length of Service Required
Schedule #5	$21 to $23	38	5½ - 10 years
	$24 maximum	119	Beginning 11th year
Schedule #6	$21 to $22	13	7 - 10 years
	$23 maximum	90	Beginning 11th year
Schedule #7	$21 maximum	77	Beginning 11th year

This data bears out the argument that the employees of this company, in order to live clean and decent lives must be dependent on sources other than their wages.

Telephone Operator's Needs

The telephone operator is entitled to a wage that compensates for the work performed, the skill and intelligence required to perform the job, the hazards encountered, and a wage which will enable her to live decently and on the level of society that her position demands.

Surveys conducted by this telephone union show that the average requirements of a telephone operator cost thirty-four dollars and eighty-five cents ($34.85) a week. As has already been demonstrated, the established wage scales in the State of Ohio are far below this sum. The wage scale ranges from thirteen dollars ($13.00) low to twenty-nine dollars ($29.00) top. So that all of these employees of this rich corporation are living on sub-standard wages and have been for years.

The position of the telephone operator requires her to spend more money on clothes and the keeping up of her personal appearance than the average woman worker. The company also requires that these operators live in the desirable sections of the city. Failure to keep up personal standards and appearance, or failure to live personal lives above reproach has in many instances resulted in dismissal from employment of the company.

In analyzing the operator's needs, the Union survey shows that the average expenditures per week that must be made by the woman employee in order to meet the standard set by the telephone company is as follows;

$5.00	Room or Rent
3.00	Lunch
7.00	Food (Dinner and breakfast for seven days)
1.50	Shampoos and sets, manicures and two permanents a year
.95	Cosmetics (toothpaste, powder, lipstick, rouge, bathpowder, colognes, etc.)
1.50	Stockings (Average)
1.00	Shoes, 1 pair every two months at $6.50 per pair.
2.50	(Dresses and coats - two coats every two years one in winter, one in Spring 1 dress every 6 weeks, average $8.00 to $10.00)
.75	Hats, bags and gloves
1.00	Lingerie (Slips, underwear, girdles, etc.)
.15	Reading matter (Magazines, etc. Liberty 5¢, Sat.Eve.Post,10¢)
.35	Daily papers
1.00	Amusements and cigarettes (About 1 movie a week (About 3 pkgs. cigarettes per week
1.25	Laundry
1.50	Dry Cleaners
.75	Church, Community Fund and other charity

1.25	Transportation (Weekly pass)
.60	Medical and Hospital Insurance
.30	Dental care
.75	Life Insurance
.25	Union Dues
.40	Telephone service (Essential working for telephone company)
1.35	Taxes (Social Security and Income (Low estimate))
.50	Sales Tax
.25	Miscellaneous
$34.85	

The telephone operator is not receiving an adequate wage to provide for the above necessities; consequently, those operators are depending upon members of their families or other persons in the community to supply the deficiency in wages that should and ought to be met by this company.

Necessity of Paying Higher Wages in The Telephone Industry

The telephone is the most important medium of rapid communication. Military offense and defense are dependent on the telephone and the entire civilian defense is based on telephone communications. With the upswing of industrial production and the growing volume of troop movement (latest reports are that troops are moving in the United States at the rate of one million a month), the telephone must carry an increasing load.

Peace-Time Methods Of Communication Are Being Curtailed

The telephone is now carrying a great volume of communications that were formerly delivered by air-mail. Much of the traffic formerly sent by telegraph is now being transmitted over the telephone. The teletype machine operated by members of this Union is speedier than the telegraph. The volume of telephone traffic is mounting as the volume of telegraph traffic is decreasing. In fact, it appears that a part of the telegraph industry will not be able to stand the loss of revenue to the telephone companies and will go out of business unless subsidized by the government.

There has been a mass exodus of workers from the telegraph industry, principally because of the low wages paid as compared with that in war industries. Telegraph employees average Twenty Dollars and Seventy-Seven Cents ($20.77) weekly as against Thirty-Seven Dollars and Ninety-Nine Cents ($37,99) paid to workers in manufacturing industries.

The revenue of the telephone companies, unlike the telegraph industry, is increasing at a tremendous rate. But the same exodus is taking place among telephone employees because of the unjustifiable low wage rate which is being paid. The average wage of the telephone worker is Twenty-One Dollars and Seventy-Six Cents ($21.76).

For the purpose of comparison, we find that the wages paid by the rich telephone company is practically on a par with the rates paid by the struggling telegraph companies.

Between January 1, 1942 and July 31, 1942, 44.8% of the Traffic employees hired, quit and went into other employment. The following comparisons will illustrate the tremendous upheaval that is taking place in this vital industry, brought on by lack of vision and stubborn adherence to a personnel policy that may have been progressive ten years ago, but which in these days of global warfare is as outmoded as the tank of 1917.

The hiring and departures in key cities in Ohio during July were as follows:

	Hired	Quit
Columbus	12	18
Dayton	34	39
Springfield	3	3
Zanesville	4	3
Sandusky	2	4
East Liverpool	4	5
Findlay	0	4
Fremont	2	2
Toledo	25	10
Middletown	3	2
Xenia	1	4
Upper Sandusky	1	2
Akron	7	8
Cleveland	53	26
Alliance	2	2

The following figures show the increasing tempo of departure in the Southwest Area:

Month	Year	Hired	Quit	Percentage Quitting
February,	1942	107	34	31.7
March	1942	170	50	35.3
April	1942	145	53	35.1
May	1942	137	71	51
June	1942	203	66	32.5
July	1942	97	94	96.9

Since July, 1942, there is an ever-increasing number of dissatisfied employees leaving the business to take jobs in war industries where they receive almost twice as much money as is paid in this industry.

The following is from a report made by the "Women's Bureau of the Labor Department":

> "From the standpoint of importance to the success of the war effort, the telephone industry ranks in the front line of all American industries, in the same group as the transportation industry and the manufacture of aircraft and munitions. The imperative necessity of an efficiently operated and properly maintained telephone system is unquestioned. Yet the wage rates paid by the Ohio Bell system are far less than the going rates paid by these other essential industries at the present time.
>
> "Data on wage rates in these vitally important industries were obtained by the Women's Bureau in recent field studies. In the small arms ammunition plants, the entrance rate ranged from 46 cent to 58 cents an hour, or $18.40 to $23.20 for a forty-hour week. In the aircraft industry, the entrance rate for women was usually found to be 60 cents an hour, or $24.00 for a forty-hour week, exclusive of overtime. Most

aircraft plants had a system of regular progression during which rates were automatically increased for a specified period. In over half the plants visited, women who started at 60 cents an hour progressed to 75 cents in 3 months. After that they were paid the rate for the job and advanced according to ability and merit. Wage rates in these industries are in extreme contrast to those in the Ohio Bell System where it takes 10 years experience to earn the maximum rates.

"The inadequacy of telephone operators' wages is even more apparent when compared with the wages of other white-collar workers in a related industry, namely the railroad industry. Women workers in railroad offices, like telephone operators, are white-collar workers engaged in work essential to the war effort. Since such workers are interstate commerce their wage rates like telephone operators and workers in war industries, are based on a forty-hour week.

"In a Women's Bureau survey of office workers in five representative cities in 1940, women in railroad offices comprised one special industry group. The average basic monthly rate for such workers ranged between $123 a month in Philadelphia dn $143 a month in Kansas City. The average weekly rate in Philadelphia was $28.38, the lowest for the five cities. In Los Angeles, it was $30.55, $31.38 in Houston, $32.08 in Richmond, while in Kansas City the average basic rate for women in railroad offices was $33.00 per week. In contrast to these average rates for women in railroad offices in five cities, it is notable that the average rate paid to telephone operators in Cleveland is $22.50 per week."

The responsibility of preventing the communications system from plunging into an abyss of disorganization rests quite as much upon the management of this industry and upon the government as it does upon the women represented by the traffic councils.

If the telephone system is to be "efficiently operated and properly maintained", it is the obligation of both management and government to raise the wages from the present substandard level, and to fix a suitable wage which will give appropriate consideration to the skill and special requirements that the worker must have to do this job. Failure to meet the claims of the women in this industry will result in the continued tremendous labor turnover and the lowering of morale, and a consequent disastrous effect on an industry which is so vital to the war effort.

Labor Supply

It is a well-known fact that when work is scarce, labor is cheap. Now that there is a very definite labor shortage among women workers, the fact that the members of this Union are remaining on the job and carrying out the important work of the communications system is a reason for an increase in wages.

Today the country is faced with the most stringent labor market in the annals of its history.

During the past several years the Telephone Company has contended they have and always will be able to attract people into the industry - the "home girl" as an employee has always been stressed. Why? Because a girl not living with her parents would be unable to support herself on what she earns.

The claim that the Telephone Company had been able to attract sufficient employees is refuted by the fact that it now is transporting employees from one area to another. Especially is it true in the Dayton situation. Not being able to secure enough workers, as an inducement, expenses are being paid.

Mr. Edward L. Keenan, regional director head of the Federal job agency asked that employers hire local workers, dispite the fact that they were no longer the cream of the crop, to avoid migrant difficulties later, such as housing and transportation bottlenecks and relief crisis after the war.

Statistics very definitely present a different picture today. Those being hired are not remaining with the Company. The reason for this is, the rate of pay being so low they are leaving and securing employment in other industries where they are able to earn a livable wage in just a very few months.

B. C. Seiple, U.S.E.S. Manager of Cleveland says that "We are now scraping the bottom of the able-bodied barrel" to meet the latest demands of employers for labor.

It is vitally important to the Telephone Company to retain all who are brought into the service because government figures point to a labor shortage in all industries in Ohio.

The Director General of the O. P. M. recently made the statement that we now have five million people employed directly in war production and that it will be necessary during 1942 to treble that force. That means that a total of fiteen million people will be working in the war industries by the end of 1942.

The demand for Akron alone in one year for defense industries will be twenty-seven thousand, seven hundred and eighty-three (27,783). The known supply is six thousand (6,000). One plant of the Goodyear will need eighteen thousand (18,000) women workers in the next six months. In order to supply the demand it will be necessary to make a house to house canvass, keeping in mind the President's Executive order, there shall be no discrimination against races.

(Figures supplied by the Man-Power Board of Cleveland)

Dayton will be in one of the tightest labor markets within the next three or four months.

In a recent conference July 14, 1942, statistics secured from the Man-Power Board and the Labor Supply Committee point out the following:

That approximately one hundred and fifty thousand (150,000) workers will be needed in war industries throughout Ohio before January, 1943.

The cities where the labor shortage will be most critical are:

Akron
Canton
Cleveland
Dayton
Lima
Marion
Sidney

Throughout Ohio, Kentucky and Michigan approximately five hundred thousand (500,000) workers will be needed within the next six months.

Women in War

Each hour sees an increasing demend upon women to aid in the war production of steel, aluminum, copper, aircraft and other necessities of war. Each day there is a greater passing of women from home and peace-time industry to war industry.

Young men by the millions have been compelled to give up the arts and pursuits of peace, and march to meet an unrelenting fore whose objective is the destruction of demoncracy. Not only youth, but many well past forty are called to fight and die that we may live, and that institutions like the Ohio Bell Telephone Company shall not perish.

All over the world, legions of Americans are fighting to maintain freedom and democracy, and it will require many more millions before the fight is won. "Science Service Weekly" of Washington D.C. estimates that it requires eighteen workers to keep one soldier at the front. That means everyone--men, women and childred--will be compelled to give their aid. Women are filling the gaps in the production lines left by their husbands, brothers and sons who are fighting and dying to establish a just peace in the world and to retain the economic system that has made possible the establishment and the progress of this great corporation.

Prior to the attack on Pearl Harbor there were about two hundred thousand (200,000) women engaged in war industries. By January 1, 1942, the number had increased to one million, seven hundred and fifty thousand (1,750,000), and the estimated number needed by the end of 1943 will be six million (6,000,000).

To show the trend, it is reported in the New York Times of Sunday, August 30, 1942, that two automobile manufacturing companies, The Chrysler and The Hudson Motor Car Company have established a policy whereby in some of their plants they will hire no more men:

> "Actual machine-age 'Amazons' appeared at the Hudson Naval Arsenal, the ordnance plant built and operated by Hudson for the Navy Department. Twenty-four young women help guard the building. Members of the plant protection force, they are civilian auxiliaries to the military police and are qualified to handle firearms.
>
> "Only one is under 5 feet 9 inches tall. She is Miss Martha Meloche, who gave up a job as buyer in a department store to join a more active force..

> "The 'weaker' sisters are machining, riveting and inspecting inside the armament buildings. Although now constituting only about 4 per cent of the employees, it is expected that they will comprise 26 per cent before another year, according to S. G. Baits, first vice president of Hudson and general manager of the plant."

It is well to point out that as these rapid changes are taking place, that the whole idea of a female wage is abandoned. Industry has learned that women can do the same kind of work as men, with the exception of jobs where physical stamina is the outstanding requirement. There the requirements demand mental and physical stability and the expenditure of nervous energy, women excel. Women have replaced men in the telephone industry because it was determined that women had special adaptability for this kind of work.

It is generally admitted that the women telephone operators, who the company classes as "the representatives of the company to the public" are in a large measure responsible for the success of the personalized telephone system of today.

Women are being inducted into the Army and Navy and taking on the same responsibilities as the men--receiving the same classification and being recognized as equals. In the formation, is the first women's American Expeditionary Force.

Telephone and Telegraph Industry Far Behind Other Industries

The failure of the telephone and telegraph industry to keep pace with the other industries of the nation is shown by the following:

From January 1, 1941 to June 1, 1942, the cost of living for all the United States increased 15.5 percent (the increase in many cities in Ohio exceeded that amount). During the same period in all manufacturing industry the wage increase was 18% as compared to 3.9% in the telephone and telegraph industry. These comparisons show why it is that there is a mass departure of workers from the telephone and telegraph industry.

Conclusion

This Union has been attempting to establish a wage situation in the telephone industry which will have a rehabilitating effect. Since June, 1942 various conferences have been held and because of what must have appeared as a serious problem, the Labor Department certified the Ohio case to the War Labor Board in August, 1942.

Some hearings have been had before a Panel of that Board, but as yet no report has been made. While in that hearing, all that are involved are the forty-seven hundred (4700) women employees of the Ohio Bell Telephone Company, the entire industry employs upwards of two hundred thousand (200,000) operators in all parts of the nation.

We have attempted in the foregoing analysis to relate the story of all the workers in this industry who face the same problems as the Ohio workers.

We request that if any appropriate action is taken to fix wages in industries where the workers are receiving adequate pay, that the sub-standard workers represented by this Union and the other workers in this industry throughout the United States be excluded from such legislation until they have established either through collective bargaining or Executive order a wage that is just and fair.

Respectfully submitted,

FOR THE NORTHEAST TRAFFIC COUNCIL

Signed: Theresa R. Donahey, Cleveland.
President

Signed: Lucille Wallace, Cleveland
Secretary and Chairman for the
Northeast Area and General Chair-
man of the Joint Negotiating
Committee.

FOR THE SOUTHWEST TRAFFIC EMPLOYEES
COUNCIL

Signed: Iva Kokensparger, Zanesville.
President

Signed: Stella Daniels, Toledo
Vice President and Chairman
for the Southwest Area.

War Lab.
Natl War Lab Bd

Ohio Bell Teleph Case

September 12, 1942

Mrs. Lucille Wallace
Chairman, State Negotiating Committee
The Traffic Council of the Ohio Federation
of Telephone Workers, Inc.
750 Prospect Ave.
Cleveland, Ohio.

Dear Mrs. Wallace:

Thanks for your letter of September 7. Your fine comment on the assistance given you by the Women's Bureau has been shared with my fellow workers here. We are glad to have a copy of your reply brief. If we can be of further assistance, do call upon us.

Now may I leave with you one comment in connection with your brief, eferring to pages 4 and 5. Your data on wage rates shows that 50 percent of the workers receive less than $20 a week. In view of the fact that State cost of living budgets have been found to be at least $20 or more, the way this material is set up is particularly significant and could be used as a basis for argument that 50 percent of the telephone operators are receiving substandard wages.

I hope to see you and some of your fellow workers at the Conference in Columbus, which I will attend, on October 6 to 9.

My best greetings to you,

Sincerely yours,

Elisabeth Christman
Industrial Supervisor

EC:IS

THE TRAFFIC COUNCIL
OF
THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.
750 PROSPECT AVENUE
CLEVELAND, OHIO

September 7, 1942

Elizabeth Christman,
Industrial Supervisor,
Women's Bureau, Dept. of Labor,
Washington, D. C.

Dear Miss Christman:

I was delighted to hear from you and we appreciate all the effort and time you have given us in Washington, D. C.

It is gratifying to know that we have people like you to assist us in our work. I know the assistance you gave our group on a National basis will be a start, probably to a new field never before attempted by anyone. We know it's a big job but we must continue if we want the telephone worker to receive proper recognitionand remuneration for the work they do.

I am forwarding to you the final brief sent to the panel members which was prepared by the Committee and our attorney, William Corrigan.

Be sure to give a word of praise to all your other members in the Department who have also assisted us.

Hope to see you again soon and will let you know the report of the Panel as soon as we are notified.

Yours very truly,

(Mrs) Lucille Wallace

LW:MK

Chairman, State Negotiating Committee

August 1, 1942

Miss Lucille Wallace, Secretary
The Traffic Council of the Ohio Federation
of Telephone Workers, Inc.
750 Prospect Avenue
Cleveland, Ohio

Dear Miss Wallace:

Thank you for the memorandum on the practice of transferring Telephone Operators in the Bell System from one locality to another.

We have given careful consideration to the problems confronting you as the result of this practice, and which in the main center around more adequate wages for the telephone workers. Because of our desire to advise and help you, Miss Anderson and I have had a conference with Mr. Koons, who gave us a good deal of background information regarding practices and customs surrounding your work.

It is our opinion that your problems can best be met through collective bargaining, inasmuch as you have an effective organization to work through. We refer both to the problems caused directly by the practice of transferring workers and the question of wages. Settlement of The wage question would aid materially in adjusting transfers.

If, in the course of your negotiations, there is any information which the Women's Bureau can furnish you, please let us know.

Sincerely yours,

Elisabeth Christman

EC:IS

THE TRAFFIC COUNCIL
OF
THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.
750 PROSPECT AVENUE
CLEVELAND, OHIO

July 23, 1942

Elizabeth Chrismer,
Department of Labor,
Women's Department,
Washington, D. C.

Dear Miss Chrismer:

Enclosed is a copy of a memorandum on our transfer system in Ohio.

Yours very truly,
Lucille Wallace m.k.
Secretary

LW:MK

MEMORANDUM
on
The existing practice of transferring employees from one locality in the Bell System to another.

It is with full knowledge that the question of transfers from one Associate Company to another is a System problem, and recognizing at the same time that under the present set-up, any discussions, or attempts at solving the problem must be had with the Associate Company Management with whom we hold contracts, that an attempt is being made to present the problem as we see it to the Management of the Ohio Bell Telephone Company.

A number of strategic areas have sprung into being since around the first of the year and almost daily the situation is growing worse. There are many areas where the Operating Departments of the Telephone Companies are unable to meet the tremendous growth of business. To mention a few:

1. Washington, D. C.
2. Dayton, Ohio
3. Sandusky, Ohio
4. Ravenna, Ohio (Kent office)
5. Waukegan, Ill.
6. Norfolk, Va.
7. San Francisco, Calif.
8. Oakland, Calif.
9. Seattle, Wash.
10. Tacoma, Wash.

and most all costal cities.

The Traffic Council (N.E. Area) and The Traffic Employees Council (S.W. Area) are definitely of the opinion that the adoption of such a plan of transferring employees about from one city to another without proper regard to the consequences following such transfers indicates a lack of fore-sightedness on the part of the Telephone Company Managements.

This practice began with the transferring of telephone operators to Washington, D. C., to relieve a situation of serious delay in the handling of vital communications in connection with the war effort. The situation is fast becoming more serious and acute, causing much concern to the officers of the Unions throughout the State of Ohio, and there are other Traffic Unions representing Telephone Workers that are just as seriously involved.

In Ohio alone we have defense areas that are seriously affected by this condition, for example, in Dayton, Ohio, where the Traffic force has increased from approximately 129 to 420 to care for the Toll business alone. People from all over the State have been, and are being transferred in to relieve the situation.

It is not being done because of a shortage of female labor in the Area, but because the telephone operators are leaving for jobs in other defense industries in that area, in order to secure more adequate wages.

The A. T. & T. only recently, in a letter from Mr. Craig to the head of the Selective Service Bureau, admitted that the switchboard operator's job is a critical occupation and vital to the war effort and admitted also that it is in a stringent labor market.

We have also been told that the success of the telephone job depends on experienced workers, and the skill necessary to make an experienced switchboard operator is definitely recognized by the fact that the companies are transferring people, experienced in their special Toll practices, to these areas.

It appears to be an open confession on the part of the Telephone Companies, that they are not paying proper wages to keep people on so vital a job and one so necessary in the war effort. The turnover in employment only tends to bear out this fact. (See attached Exhibit "A")

Numerous questions have arisen in the minds of the people affected by these transfers, and some of them are:

1. What consideration is being given to the regular employee body for staying on the home front?

2. What reaction would the public have to this practice of transfers and the discriminatory method of meeting the expenses involved?

3. Is this a fair economic system?

4. How does it affect the Social Control? - (Management's argument of the not so distant past, that you cannot transfer women to other cities and still maintain a social equilibrium.)

5. What is the effect on the morale of the regular employee body in the local area affected?

6. What comparison is there on the obligations of the worker situated in th town, and the transported worker?

7. Knowing it to be a fact that the Company prefers people living at home, has the Company changed that policy in securing the right type of individual?

8. Is it a fact that certain kinds of pressure is being used in persuading people to accept transfers to these areas by promising:

(a) Promotions on return to their own job.
(b) Preference of hours.

also stressing loyalty and patriotism to these people. (The patriotism and loyalt need have no price tag, attached in the form of Special payments.)

9. Isn't it a fact that the people in the area affected, even though entitled to better hours by seniority, must of necessity select the most undesirable hours, and work as many six day weeks, Sundays and holidays as possibl to meet her obligations, where on the other hand, the transferee need only work the 40 hours for the same amount of money.

10. How many consecutive days are the people working, and is there a permi from Director Strain concerning the situation?

11. How is the health angle taken care of?

12. The Transferees' question how they could live on the town base pay if the supplemental special expense payments by the company were not given them.

There are a number of other questions in the minds of this Committee and in the minds of the membership, but it can be concluded here that the Traffic Organizations are of the definite opinion that:

1. These defense transfers are not temporary voluntary transfers.

2. The special payments should definitely be done away with.

3. That the available labor market be utilized in the community where the jobs exist.

4. That if necessary to meet the prevailing labor market by paying a prevailing wage, this should be done.

5. Patriotism should be a two-way proposition, Labor and Management - the employees are and always were prepared to be patriotic and patriotism need not be bought.

6. All discrimination between the treatment accorded to the transferees as against that accorded the employees in any given locality should be stopped without fail.

NORTHEAST AREA

JANUARY	IN	OUT
Akron	18	7
Akron Dining Room	-	1
Canton	14	6
Alliance	2	2
Bedford	1	1
Kent	-	2
Kenmore	-	2
Information	1	2
Cleveland Dining Room	-	1
Toll	11	14
Wickliffe	2	
Youngstown	10	
	59	28

Total for N. E. Area - 47.2%

IN	OUT	% LOSS FOUR MONTHS
307	142	46.2%

Total for S. W. Area

	IN	OUT	% LOSS FOUR MONTHS
	559	208	37.2%
Total	866	350	

State of Ohio - Losses 40.4%

DAYTON AREA

S. W. AREA

	INS	OUTS	% LOSSES	
February	28	1	25%	
March	47	14	29.5%	
April	45	14	31%	
May	31	16	51%	TOTAL LOSS - 33%

SANDUSKY AREA

February	6	1		
March	9	3		
April	10	6		
May	4	4		
Total	29	14	48.2% Loss	

S. W. AREA

February	107	34	31.7%	
March	170	50	35.3%	
April	145	53	35.1%	
May	137	71	51%	TOTAL - 37.2% Loss

FEBRUARY

	IN
Toll	18
Information	4
Main Dining Room	3 (1temp)
Melrose	2
Lakewood	1
Henderson	2
Main	2
Ashtabula	4
Montrose	1
Willoughby	1
Westlake	1
Akron	9
Kent	4
Canton	6
Alliance	2
Youngstown(1 Din.Rm)	5
Salem	2
Total	67

	OUT
Akron	4
Canton	1
Kent	2
Salem	2
Youngstown	3
Kenmore	4
Information	4
Toll	9
Ashtabula	1
Cleve.Din.Rm	1
Mansfield	1
Total	32

Total 47.7

MARCH

	IN
Akron (1 Din.Rm)	17
Ashtabula	4
Alliance	2
Bedford	2
Canton	7
Toll	24
Main	2
Information	9
Henderson	4
Washington	2
Garfield	1
Main Din.Rm.(2Temp)	6
Melrose	2
Montrose	2
Kent	2
Painesville (1 temp)	3
Salem	2
Mansfield	2
Youngstown	10
Total	103

	OUT
Akron	5
Main Din.Rm.	3
Toll	13
Henderson	1
Michigan	1
Kenmore	1
Information	2
Main	1
Salem	1
Canton	3
Youngstown	1
Total	33

Total 32%

APRIL	IN		OUT
Canton	6	Canton	2
Akron (1 Din. Room)	13	Youngstown (1 Din.Rm.)	3
Youngstown (1 Din.Rm.)	3	Alliance	2
Kent	2	Akron	4
Canton	5	Montrose	1
Alliance	3	Toll	15
Toll	22	Cleve. Din. Room	3
Painesville	2	Ashtabula	1
Willoughby	3	Painesville	1
Hillcrest	4	Information	2
Ashtabula	1	Wickliffe	1
Bedford	2	Berea	6
Westlake	1	Total	30
Montrose	2		
Information	6		
Hillcrest	1		
Cleve. Dining Room	1		
Henderson	2	Total 50.8%	
TOTAL	59		

MAY	IN		OUT
Toll	31	Toll	17
General Office	1	General Traffic Ofc.	1
Akron (1Dining Room)	4	Information	4
Kent	2	Melrose	1
Information	8	Henderson	2
Cleve. Dining Room	3	Pay station	1
Wickliffe	1	Shadyside	1
Bedford	2	Wickliffe	2
Henderson	3	Akron	4
Montrose	1	Alliance	1
Hillcrest	2	Kent	3
Westlake	1	Canton	4
Canton	4	Youngstown (1 Din.Rm.)	2
Alliance	2	Salem	1
Salem	2	Wickliffe	1
Kent	1	Westlake	1
Alliance	2	Willoughby	1
Youngstown	4		47
Painesville	1		
Willoughby	2		
Ashtabula	2		
Total	78	Total 50.2%	

~~Chairman~~

January 25, 1943

Dear Miss Anderson:

Attached is a copy of letter of protest sent to Chairman William H. Davis on our case No. 337.

files

Lucille Wallace,
Chairman, Negotiating Comm.

Ohio Bell
Case
269

WOMEN'S BUREAU
JAN 27
DEPARTMENT OF

C O P Y

TRAFFIC COUNCILS
OF
THE OHIO FEDERATION OF TELEPHONE WORKERS, INC.

Hon. William H. Davis
Chairman, War Labor Board
Department of Labor Building
Washington, D. C.

Dear Chairman Davis:

In The Matter Of:
The Ohio Bell Telephone Company and The Ohio
Federation of Telephone Workers, Inc. And The
Traffic Councils.

You may remember that you met some of the officers of the Traffic Councils of The Ohio Federation of Telephone Workers when you spoke in Cleveland on August 14, 1942. At that time, there was great dissatisfaction among the telephone operators. A strike was threatened which might have tied up the communications system of the State of Ohio.

At the time of our meeting, our case had just been certified to the War Labor Board. After hearing your speech and meeting you, we were in a position to, and did, reassure the membership that the Board would give proper consideration to the cause of these workers and we could depend upon a just and proper decision of this labor controversy.

The Traffic Councils are independent unions. The personnel is entirely women--the membership about forty-five hundred. Most of the membership is engaged in the exchanges throughout the State of Ohio as telephone operators.

The Ohio Bell Telephone Company is a subsidiary of the American Telephone and Telegraph Company, and the wage policies which govern the Ohio Bell Telephone Company are determined by the American Telephone and Telegraph Company.

Our case was referred to a Panel, the Chairman of which was Judge Clark, who, we understand, is a judge of the United States Circuit Court of Appeals. The questions presented to the Panel included the following:

1. An increase in wage rates;

2. Maintenance of membership;

3. The stabilization of town differentials. (The record shows that each town in Ohio receives a different rate for the same kind of work); and,

4. The revision and shortening of the period of time required for an employee to receive the maximum rate of pay, which is provided in a progression schedule established by the Ohio Bell Telephone Company.

The American Telephone and Telegraph Company and its subsidiaries like the Ohio Bell Telephone Company, throughout the country has established what is known as a wage progression schedule--the worker starts at a low rate and works progressively for a period of ten years before the maximum rate is paid.

Evidence, briefs, and exhibits in considerable volume were introduced by both sides for consideration by the Panel.

There are two other unions in the Ohio Bell System, namely: The Plant Council, composed almost entirely of men and who are the employees who install telephones and do mechanical and repair work; the Commercial Council which is composed of both men and women, and who do bookkeeping and all the commercial operations for the Company. Both of these Unions, like our Union, had controversies with the Company regarding wages and working conditions.

The cases of both of these Unions had also been certified to the War Labor Board. Although the work that we do is unrelated to the work done by the other two Unions and the problems presented in our case was entirely different in many respects to the controversy that existed between these two Unions and the Company, our case, over our protest, was lumped with the cases of both the Commercial and the Plant Councils, and the determination of the cases of all three Unions were passed upon as though it was the case of one Union.

The certification of the Traffic Councils to the War Labor Board came about in this way: The Plant Council Union, which exists in the northeastern area of Ohio, had gone on strike. This Plant Council strike was called and was in progress at the same time that we were negotiating with a Committee from the Ohio Bell Telephone Company. At that time we had secured from the Committee an advance in wage rate of two dollars ($2.00) per week, and were negotiating on the correction of certain working conditions.

During this Plant Council strike, a great deal of pressure was put upon us to call out the Traffic Employees in sympathy with the Plant Council. We resisted this demand and it required considerable leadership at the time to make the resistance.

In the midst of our negotiations, we learned that our case, without our knowledge, had been certified to the War Labor Board, and from that time on the Company refused to negotiate any further with us.

The hearing before the Panel was then held in Washington, and after some time the Panel filed its report and recommendations. The Panel report shows that the members thereof considered the cases of all the Unions as one case.

The report did grant to the Traffic Councils an increase of three dollars ($3.00) per week to those receiving $25.00 or less; two dollars ($2.00) per week to those receiving from $26.00 to $36.00; and $1.00 per week to those receiving $36.00 or more. The report also granted Union maintenance to this Union, and recommended that Union maintenance be granted to the Plant Council after a probationary period.

The report also indicated that the schedules should be simplified and the simplification should be the result of deliberate negotiations and collective bargaining upon the part of the Union and the Employer. The report classifies their recommendation as conservative.

After some delay a directive order was issued by the Board. We notice that your name is not signed to this directive order, and possibly all the facts connected with our case are not known to you.

We have come to the conclusion that members of the Board who passed upon this case did not recognize the importance of this Union. We are convinced of this by the total disregard by the War Labor Board of the many recommendations made by the Mediation Panel--the Chairman of which is we understand a learned judge. The directive order brushes aside the recommendations of the Panel pretty much as we feel in our cause we have been brushed aside by the War Labor Board.

We believe there was a failure to recognize the importance of our Union due to the fact that we are not affiliated with any national union which has representation on the War Labor Board; that had we belonged to the C.I.O. or A. F. of L. our case would have been considered more thoroughly by the Board than it was.

We notice that of the labor members who joined in this directive order, one is a member of the C.I. O. steelworkers' union; another is a member of the C.I.O. automobile workers' union, and the other is a member of the A.F. of L. machinists' union. None of these labor representatives are interested in our Union except perhaps in an abstract way. We were certainly at a dis-advantage, as is every independent union, because of the fact that we do not have any labor representative on the Board. Can you visualize any time when any labor member of the Board would refuse to vote for maintenance of membership for a C.I.O. or A.F. of L. Union.

We are happy to note that the public member, Mr. Robert Watt, gave us more consideration than the labor members of the Board. We have complained in this letter about the fact that a Union of women engaged in an entirely unrelated operation to a Union of men was considered by the Board jointly with that Union. Can you visualize the situation whereby the steel workers would permit their case before the Board to be considered in conjunction with the automobile workers because they belonged to the same International Union?

While we are unaffiliated with the A.F. of L. or the C.I.O. we wish to impress you with the importance of our Union. We are women telephone operators engaged in our work in almost every town, city and village of the State of Ohio. We know a strike by the members of our Union could not be isolated like a strike in another industry. The present anthracite coal miners strike in Pennsylvania effects a small area of the country, but has no effect on a great many states. A strike of the telephone operators of Ohio would cause the tying up of the entire communications industry of the United States and a great deal of the communications overseas.

We are conscious and have been right along of the effect of such a strike upon the war effort and being just as patriotic as any of the members of the Board we have striven with might and main to prevent such a strike.

We will continue to maintain that leadership, but not as a result of the directive order of the Board, which instead of strengthening our leadership has had the effect of weakening it.

The directive order established an increase in wage rates of two dollars ($2.00), for everybody. The girls struggling along on sixteen dollars ($16.00) a week received a two dollar ($2.00) increase and Plant men receiving as high as fifty-nine dollars($59.00) received a two dollar ($2.00) increase. The directive order that granted to us a two dollar ($2.00) increase was the same offer that we had from the company during our negotiations and before we sent to Washington, and before this case was certified. The directive order denies maintenance of membership as the Panel recommended.

The War Labor Board did not see fit to make any statement justifying their directive order and overruling the recommendations of the Panel. We are not children..we like to know for what reason things like this are done. No reason is given for the reduction of wages recommended by the Panel. No reason is given for the denial of maintenance of membership as recommended by the Panel, consdrvative as those recommendations are.

Our contract expires February 15, 1943; and beginning on the fourteenth day of January, we attempted to negotiate a new contract with the company, so that with the purpose of attempting to dispose of those problems governing wages and working conditions which have been the cause of unrest in our industry--the disposal of the problems that were partially solved by the Panel report and which were left unsolved by the directive order.

The difficulty that exists between the company and the Union are just the same now as they were before our case was certified to the War Labor Board in August, 1942. The directive order might just as well have not been made because it solves nothing. We have met with the Company and they have refused to bargain with us and negotiations have been broken off. What the result of this refusal shall be we are not in a position at the present time to say.

We have called meetings for next week to inform our membership of the position taken by the Telephone Company. Dispite the fact that we have expended our limited funds, our time, and effort, in endeavoring to secure a solution through the War Labor Board, which has resulted in a directive order that is most unsatisfactory, we will continue to do everything in our power to maintain the communications industry in the State of Ohio.

We are wondering if, in view of the foregoing, you would consider reopening this case and giving it the consideration that we think it is entitled to. This letter is written in the hope that you, as Chairman of the Board, will get a better picture of the Ohio Bell Telephone situation than the members of the Board did, who made the directive order.

With kindest personal regards, we are,

Yours sincerely,

Signed: Theresa Donahoy
President, Traffic Council,
N.E.Area

Signed: Jeannette Reedy
President, Traffic Employees
Council, S. W. Area.

Note:

After earlier corres. representatives of Union came to Washington. Conference held with Miss Christman, & Mr. Stielman

Aug. 26, '42 memo followed this conference.

Later a conference of 20 rep. of operators almost from coast was held.

About 4 days conferences altogether.

All conferences in Women's Bureau & Dept of Labor.

August 28, 1942.

To be attached to Telephone Operators case -

The Ohio Federation of Telephone Workers, Inc.
Mrs.
~~Miss~~ Theresa R. Donahey, President
Traffic Council

Mrs. Lucille Wallace,
750 Prospect Ave., Cleveland, Ohio.

E.C.

Progression rates in Mas. Ind.,

Hourly rates in Ohio -

{average
{Hr. rate

Cleveland
Toledo
Akron
Dayton
Columbus
Youngstown

Budget

Look up Michigan V. Buren Info.

~~Emery~~
~~Maloney~~
~~Am. Assoc. U. Women~~

Miss Spring will prepare

2/25/43

Baltimore, Md. Tele Operators

Budget - to apply

Dr Smith

Saratoga 1898

306 No. ~~Ca~~ Charles

Room 501

7. Coyne [redacted]

prepare [redacted] revised budget for Detroit [redacted]

Directors' Order - Case No. 337 -

Ex. Order 9017 - 9250 -

Over-all increase - $3.
Reclassifications.

Mr. Ruhman
Acting for the Board
as Public -

Van Bittner - Hewitt - Morse
Lapham

Watt - dissenting

U. S. Department of Labor
WOMEN'S BUREAU
Washington

August 26, 1942

THE OHIO BELL TELEPHONE CASE

Introductory Statement:

This memorandum presents factual information in support of the Brief of the Traffic Council, Northeast Area of Ohio, and Traffic Employees Council, Southwest Area of the Ohio Federation of Telephone Workers, Inc., in the case before the National War Labor Board entitled "The Ohio Bell Telephone Company and Traffic Council".

The demands of the Union for which supporting data are here presented are as follows:

(1) A general increase in basic wage rates for all traffic employees.
(2) Payment of a night work bonus and reduction of overall night shifts from 9 hours to 8 hours.
(3) Reclassification of towns in order to reduce the number of geographic differentials.

I. Basic Wage Rates:

A. Percent increase in wage rates:

From August, 1939, the start of the war in Europe, to July 15, 1942, the cost of living for the United States as a whole increased 18.6 percent. During this period, traffic employees of the Ohio Bell System received individual wage increases which ranged from $2 to $4 per week. These wage increases were not uniform either for the company's various geographic classifications or for employees at any given level of experience. For example, in some geographic classifications, workers with over 10 years' experience received $3 increases, while in other classifications such workers received $4 increases. In only a few geographic classifications is the percent wage increase equal to the increase in the cost of living, although in several instances it approximates it. The percent increase over 1939 rates and also the discrepancy between the various rate increases are shown in the following table, for typical experience groups in representative geographic classifications:

	City or Group	1939 rate	1942 rate	Percent Increase
1. Employees with more than 10 years of service (121 months and over	Cleveland	$25	$29	16.0
	Akron group	24	27	12.5
	Canton	23	26	13.0
	Wickliffe group	22	26	18.2
	Mansfield "	21	24	14.3
	Cambridge "	18	21	16.7

	City or group	1939 rate	1942 rate	Percent increase
2. Employees with 25 months experience: (length of time stated to be necessary to learn the work)	Cleveland	$19	$22	15.8
	Akron group	18	20	11.1
	Canton	17	19	11.8
	Wickliffe group	16	19	18.8
	Mansfield "	15	18	20.0
	Cambridge "	15	17	13.3
3. Employees at the beginning rate:				
	Cleveland	14	16	14.3
	Akron	13	15	15.4
	Canton	12	14	16.7
	Wickliffe group	12	14	16.7
	Mansfield group	12	14	16.7
	Cambridge group	12	13	8.3

It will be seen from the above table that wide discrepancies existed in the percentage of wage increases for workers at the same experience level. Furthermore, since the increase in the cost of living in this period was 18.6 percent, it is obvious that few of these groups received a wage adjustment sufficient to maintain their former standards.

More than significant, however, is the fact that for most of these wage groups, the basic wage rate before the increase was - judged by such reasonable standards as official cost of living budgets and prevailing wage rates in other essential industries - a substandard wage. For this reason, even if the increase in wage rate had equalled the increase in the cost of living, these workers would still be receiving a substandard wage.

B. State cost of living budgets:

State cost of living budgets have been prepared from time to time in States with minimum wage laws for women and minors, to use as a basis for setting legal minimum wage rates in industries which pay oppressive wages. These budgets are obtained by means of field surveys in which agents visit restaurants, stores, and rooming houses and determine the prices charged for food, rent, clothing, and other living essentials. The quantity budget used as a basis for such surveys was prepared by the Bureau of Home Economics of the U. S. Department of Agriculture. As the list of articles which are priced include only the minimum living requirements of a self-supporting woman, the resulting budget represents the least amount that is adequate for a woman to support herself in health.

The cost of living budget for Cleveland, Ohio prepared by the Ohio Consumers' League in 1939, shows that the least amount adequate for a woman to support herself in Cleveland at that time was $1,054 a year or $20.27 a week.

The cost of living in Cleveland has increased 18.5 percent from August, 1939, to July 15 of this year, according to Bureau of Labor Statistics cost of living data. Applying this percentage to the 1939 Cleveland budget, the least amount adequate at the present time would be $24.02, per week. This figure may be compared with the wage rates paid by the Ohio Bell System in Cleveland - which begin at $16 per week and do not reach $24 a week until the workers have had from 4 to 5 years' experience. Moreover, the rate for 10 years' experience, $29, is only $5 a week more than the cost of living budget. It should be noted that these are wage rates for Cleveland, in other words, the highest rates in the Ohio Bell System.

The cost of living budget for Cleveland is approximately the same as other State budgets prepared at about the same period. In such representative industrial States as California, New York, New Jersey, and Pennsylvania, where such budgets were prepared for the purpose of setting State minimum wage rates for women, it was found that the cost of living for a self-supporting woman ranged between $21 and $22 per week in 1937, '38, and '39. Revision of these budgets to meet the 18.6 increase in the cost of living would bring the amount of each budget to approximately $25 to $26 per week.

It should be noted, however, that due to the war emergency the necessary basic expenditures of lower-paid workers have materially changed in the past year, and consequently a revision of earlier budgets on a percentage increase basis does not adquately reflect a worker's present needs. This year for the first time Federal income taxes will reach deep into these lower income groups. In addition, the buying of war bonds and stamps, although not yet a Government requirement, is now considered by many workers to be a fixed weekly obligation.

To show the effect of these additional necessary expenses on the budget of a low-paid woman worker, the District of Columbia minimum wage budget as currently revised by the Women's Bureau may be used as an example. The District of Columbia budget, which was prepared for the retail trade wage board, amounted to $1,118 a year in 1937, or $21.50 a week. With the increase in the cost of living, plus the income tax deduction now proposed by Congress, plus a 10 percent deduction for war bonds and stamps, the minimum wage budget for a self-supporting woman in the District, as of July, 1942, is $1,578 a year or $30.35 a week. It should be noted that revision of the Ohio budget to $24 a week, as discussed in the preceding paragraph, does not make allowance for the additional items of taxes and war bonds and stamps.

The official cost of living budgets which were referred to in the preceding paragraphs should be distinguished from the estimated budget of $34.85 per week for telephone operators which was prepared by the Traffic Council and incorporated in their brief. According to their statement, telephone operators are required by the company to maintain a standard of living above the minimum level. They also believe themselves entitled to a fair compensation for the service rendered. As stated in the Traffic Council brief, the telephone budget is predicated on a "wage that compensates for the work performed, the skill and intelligence required to perform the job, the hazards encountered, and a wage which will enable her to live decently and on the level of society that her position demands."

The distinction between a budget that represents the least amount adequate for basic living essentials, and a budget that returns a fair compensation for the service performed, is obvious. In this memorandum, we have not discussed budgets which take into account the value of the services. The point made here is that the wage rates paid by the Ohio Bell System in some wage groups are lower than official cost of living budgets used by State Labor Departments for setting legal minimum wage rates in industries found to be paying oppressive wages.

C. Wage rates in other essential industries:

From the standpoint of importance to the success of the war effort, the telephone industry ranks in the front line of all American industries, in the same group as the transportation industry and the manufacture of aircraft and munitions. The imperative necessity of an efficiently operated and properly maintained telephone system is unquestioned. Yet the wage rates paid by the Ohio Bell System are far less than the going rates paid by these other essential industries at the present time.

Data on wage rates in these vitally important industries were obtained by the Women's Bureau in recent field studies. In the small arms ammunition plants, the entrance rate ranged from 46 cents to 58 cents an hour, or $1840 to $23.20 for a 40-hour week. In the aircraft industry, the entrance rate for women was usually found to be 60 cents an hour, or $24 for a 40-hour week, exclusive of overtime. Most aircraft plants had a system of regular progression during which rates were automatically increased for a specified period. In over half the plants visited, women who started at 60 cents an hour progressed to 75 cents in 3 months. After that they were paid the rate for the job and advanced according to ability and merit. Wage rates in these industries are in extreme contrast to those in the Ohio Bell System where it takes 10 years' experience to earn the maximum rates.

The inadequacy of telephone operators' wages is even more apparent when compared with the wages of other white-collar workers in a related industry, namely the railroad industry. Women workers in railroad offices, like telephone operators, are white-collar workers engaged in work essential to the war effort. Since such workers are in interstate commerce their wage rates like telephone operators and workers in war industries, are based on a 40-hour week.

In a Women's Bureau survey of office workers in 5 representative cities in 1940, women in railroad offices comprised one special industry group. The average basic monthly rate for such workers ranged between $123 a month in Philadelphia and $143 a month in Kansas City. The average weekly rate in Philadelphia was $26.38, the lowest for the 5 cities. In Los Angeles, it was $30.55, $31.38 in Houston, $32.08 in Richmond, while in Kansas City the average basic rate for women in railroad offices was $33.00 per week. In contrast to these average rates for women in railroad offices in 5 cities, it is notable that the average rate paid to telephone operators in Cleveland is $22.50 per week.

III. Nightwork bonus:

The detrimental effects of night work have long been recognized not only by workers but also by the general public. Night work is chiefly objectionable because of the loss of sleep involved. Experiments have shown that it is practically impossible to make up the sleep lost at night by equal, restful, uninterrupted sleep in the daytime hours. A second aspect of night work is the loss to the worker of the stimulating and tonic effects of sunlight. Night work is accompanied by fatigue which tends to become chronic.

Night work is particularly detrimental to women for many reasons. One of the most important is that the employed woman has to perform many household duties which, added to her regular job, tend further to deplete her energy. Where her regular job must be performed at night, her opportunity for rest during the day is often seriously interfered with by household duties and care of children.

The fact that night work is generally recognized to be undesirable for women is evidenced by the fact that about one-third of the States have legislation prohibiting the employment of women at night. In many States, such laws apply to nearly all the most usual woman-employing occupations, although they have been relaxed in the present national emergency to permit women to work at night in war industries in order to attain maximum production.

Women in the telephone industry have never had the protection of night work laws. Because of the character of the industry and the fact that the public demands continuous service, night work is a natural concomitant of work in this industry. The fact remains, however, that women telephone operators, like other women workers, are adversely affected by night work. The dangers of night work to such workers' health should be reduced as far as possible. It is clear that one way of doing this would be to reduce the overall shift from 9 hours to 8 hours in accordance with the demands of the Union.

Another method of compensating for the discomforts of night work, although admittedly it does not reduce the health hazards, is through payment of a higher nightwork rate. This is now being done in many war industries, as shown by recent surveys made by the Women's Bureau. In the small arms plants, some of the plants visited b the Women's Bureau agents had a 5 percent differential rate for those who work on the second shift in late afternoon and evening, and a 10 percent differential for those who work on the third shift which covers midnight to arly morning. In the aircraft industry, workers on the third shift were customarily employed for 6½ hours for which they received 8 hours pay.

III. Geographic wage differentials:

A system of wage differentials, such as those in force by the Ohio Bell System, in which the rate of pay is closely related to size of community, is demonstrably unfair on a cost of living basis. State cost of living surveys show that, with respect to minimum living essentials, no consistent relationship exists between size of community and cost of living.

This is illustrated by the California cost of living budget which was prepared in 1941 for the California State Department of Industrial Relations. The prices in the California budget were secured by agents of the United States Bureau of Labor Statistics and the Women's Bureau, and were averaged by members of the staff of the Heller Committee for Research in Social Economics of the University of California. In this survey in Los Angeles, the largest city in California with over a million and a half population, the cost of the weekly budget was $20.85, whereas in San Diego with a population of only 200,000 the same budget cost $21.85. In other words, living expenses for a self-supporting woman were $1.00 a week less in the largest city in the State than they were in San Diego.

Where the cost of living appears to be less in smaller communities, the difference is usually negligible and in many cases it can be attributed to substandard living conditions rather than to lower prices for the same quality.

In the Pennsylvania State budget survey which was made in 1938 by the Pennsylvania Department of Labor and Industry, basic living essentials were priced in representative cities of all sizes, beginning with the 10,000 population group. Between the highest budget, $21.48 a week which was secured for Pittsburgh, and the budget for cities of 10,000 population, which amounted to $20.56, the difference in amount was only 92 cents.

In the New York State cost of living survey made by the N. Y. State Department of Labor in 1940, the total cost of the budget for the woman worker living alone was found to be only $40 a year less in towns with 5,000 to 10,000 populations than for the State as a whole. Although this amounted to only 77 cents a week, the New York Department questioned the validity of the apparent relationship between size of community and cost of living. The difference in living costs was found by the Department to be due to the existence of substandard conditions in small communities, so that it was impossible in such locations to price only those goods and services that met desirable standards. To quote from the New York report: "These factors made it difficult to obtain in small cities a representative sample of rented dwellings occupied by wage earners which met adequate standards....A larger proportion of dwellings with non-central heating was included in the sample for cities with less than 10,000 population than in other populations groups. Such variations tend to diminish rent costs. That differences in rent costs are not necessarily indicative of differences in price, but are results of variations in standards, has also been clearly shown in studies mady by other agencies.

"Food costs were lower in communities with less than 10,000 population, but in the collection of food prices also it was often impossible to adhere to quality standards.... In some small cities, for example, the only meats generally available to consumers were those below the 'U. S. good grade' obtainable in large cities. In addition, it was found that the variety and supply of fresh vegetable items in many of these small communities were more limited than in the larger towns.

"As far as clothing is concerned, limitations in the number of stores and in the variety of merchandise in some small towns made it necessary to include items in the budget which barely met specifications.

"It is important, therefore, that the lower annual budget costs obtained in the cities with less than 10,000 population should not be used as indications of lower living costs for a given standard; instead, they reflect flexibility in standards to meet local conditions."

The foregoing data indicate that the Ohio Bell Telephone Company's policy of basing wage rates on geographic areas is without justification on a cost of living basis.

August 26, 1942

Hon. Charles E. Clark, Chairman
War Labor Board Panel
Washington, D. C.

My dear Mr. Clark:

The attached memorandum was prepared by the Women's Bureau of the U. S. Department of Labor, at the request of the Ohio Federation of Telephone Workers, in support of their petition for a wage adjustment, in the case before the War Labor Board Panel entitled "The Ohio Bell Telephone Company and Traffic Council."

The memorandum contains factual information on cost of living budgets for self-supporting women, wage rates and related data on the employment of women in industries essential to the war effort. It is presented in accordance with our policy of making available to the War Labor Board all relevant information about the wages of wage-earning women and thus assisting organized groups of women to obtain equitable wage adjustments.

A copy of this memorandum has been presented to the committee of the Ohio Federation of Telephone Workers.

Sincerely yours,

Mary Anderson, Director

MA:IS

Natl War Labor Bd

Ohio Bell Tele Case

August 1, 1942

Miss Elizabeth S. Magee
341 Engineers Building
Cleveland, Ohio

Dear Elizabeth:

I am sending you a copy of a letter I have written to Miss Lucille Wallace, Secretary of the Traffic Council of the Ohio Federation of Telephone Workers, Inc. We are sorry we cannot be really helpful at this time.

Sincerely yours,

Elisabeth Christman

EC:IS

July 27, 1942.

Dear Elizabeth,

Thanks for your letter of July 16, regarding the problem of the Telephone Workers' Union in connection with the transfer of workers to other points of operation.

On Saturday we received from Miss Lucille Wallace a memorandum of the transfer system in Ohio. As soon as I have discussed the matter with Mary Anderson we will write you again. Meanwhile you will want to know that the memorandum has been received.

It was ever so good to see you at your State Conference which I feel was most sucessful.

My best greetings to you.

Faithfully yours,

Elisabeth Christman

Miss Elizabeth Ma gee,
Engineers Building,
Cleveland, Ohio.

U. S. DEPARTMENT OF LABOR
WOMEN'S BUREAU
WASHINGTON

341 Engineers' Bldg.,
Cleveland, Ohio

July 16, 1942

JUL 17

Miss Elisabeth Christman
Women's Bureau
U. S. Department of Labor
Washington, D. C.

Dear Miss Christman:

Two members of the Telephone Workers' Union were in my office this week telling me of a problem in their relations with the Telephone Company. The company has installed a transfer scheme by which workers are taken from one community to another with both railroad fare and living expenses paid. This has the curious result of putting girls side by side on the same jobs on very different income. Fifty girls, for instance, are soon going from Ohio to San Francisco. As long as they stay there, their expenses will be paid except for $4 a week which the girls must pay themselves. At the same time the company is resisting any increase in basic wage rates and many girls are leaving their employment ~~for~~ after training.

Since their problem seemed in part to be one of labor supply, particularly since they are transferring some girls from such communities as Akron which has a tight labor market, I thought it would be a matter of interest to the Labor Supply officials here. They had an interview with one of the men and as I understand, a report has been sent to the Labor Production Division of WPB. However, since you are majoring on the labor problems that affect women, it seems to me you might be able to give some help to these girls. Would you like to have them write you the whole story officially as the first step?

With best regards, I am

Sincerely yours,

Elizabeth S. Magee

Elizabeth S. Magee,
Regional Representative.

file

U. S. DEPARTMENT OF LABOR
WOMEN'S BUREAU
WASHINGTON

341 Engineers' Bldg.,
Cleveland, Ohio

August 6, 1942

AUG [illegible] 1942

Miss Elisabeth Christman
Women's Bureau
U. S. Department of Labor
Washington, D. C.

Dear Elisabeth:

I am enclosing some information about the Telephone strike, in which I think you will be interested.

Hastily yours,

Elizabeth

Elizabeth S. Magee,
Regional Representative.

Encl.

Schedule filed by AT+T with F. C. C. for Ohio Bell system

461. EMPLOYEES AND THEIR COMPENSATION

	$15 to $17.99		$18 to $23.99		$24 to $35.99		$36 to $59.99		$60 and over	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
1 General officers & Assistants										
2 Operating officials & Assistants										
3 Attorneys & right-of-way agents										
4 Engineers										
5 Draftsmen, surveyors & student engrs.										
6 Accountants										
7 Clerical employees										
8 Local managers										
9 Commercial agents										
10 Experienced switchboard operators										
11 Operators in training										
12 Service inspectors										
13 Supervising foremen										
14 Central office installation & maintenance men										
15 Line & station construction, installation & maintenance men										
16 Cable & conduit construction and maintenance men										
17 All other employees										
18 TOTAL										

SCRIPPS-HOWARD

The Cleveland Press

Local U. S. Forecast: Not so cool this afternoon and tonight.

ISSUE NO. 20347—IN TWO SECTIONS—SECTION ONE CLEVELAND, THURSDAY, AUGUST 6, 1942 4 Cents Entered as second-class matter, Post Office, Cleveland, O. NIGHT EDITION

PHONE OPERATORS JOIN STRIKE

Nazis Win Vital Caucasus Rail Junction

Hello-Girls Say Goodby to Their Jobs and Walk Out

MAin 9678
ORIGINAL CUT-RATE DRUGS
THRU TO PROSPECT
LEISY'S
CROSS WALK

Union Spurns End Walkout Plea of WLB

Drastic Service Cut Appears Probable as Girls Refuse to Work

By GORDON MEEK
Labor Editor

Greater Cleveland and other northeastern Ohio urban and rural areas today were threatened with a drastic curtailment of telephone service as union spokesmen said 2000 girl operators joined a strike called yesterday by 1900 installation and repair employees of the Ohio Bell Telephone Co.

Spread of the strike came in spite of a War Labor Board request for an immediate resumption of work pending a hearing at Washington on wage issues between the company and the independent Ohio Federation of Telephone Workers.

Charging that the WLB had "confused" the union by failing to set a hearing date, and by sending back-to-work pleas to traffic and commercial divisions of the union which were not involved in the plant wage deadlock, O. F. T. W. leaders said they would maintain the walkout "until the situation is clarified."

Slight Peace Hope

A faint possibility of an early end to the strike was seen in a conference this forenoon between I. R. Hudson, president of the union's plant council, and F. M. Stephens, operating vice president for Ohio Bell.

Mr. Hudson said an effort would be made to "iron out" the situation "after which we hope to be in a position to consider our future action."

The contention that large numbers of operators were joining the walkout was made by Mrs. Theresa Donahey, president of the union's traffic council.

"By tonight 2200 operators in the northern Ohio area will be out," Mrs. Donahey declared. "They won't pass the picket lines of the plant men and they're also insisting on action upon their own wage demands."

Asserting that a majority of the operators already were on picket

Operators Join Phone Walkout

2000 Long Distance and Toll Workers Strike

(Continued From Page One)

lines at 14 Cleveland branch exchanges and at Ohio Bell toll points at Canton, Akron and Youngstown, Mrs. Donahey declared:

"Like the plant men, the girls want a $5 weekly pay increase to meet rising living costs. [illegible] per cent of 600 toll operators

late yesterday to the WLB.

In accepting the dispute, the WLB also included pending wage issues of the traffic and commercial workers on the Ohio Bell system, bringing to 7600 the number of workers who would be affected by a strike.

Go to Work, WLB Asks

Telegrams sent to the union by the WLB asserted the dispute was being accepted only on condition that the strikers return to work immediately.

"The whole trouble is," Mr. Hudson declared, "that the various plant councils of the union have autonomous rights and have been negotiating separately. We don't see how the WLB can handle the issues in this manner. There are too many different problems confronting each group."

The plant workers are seeking a

Asserting that a majority of the operators already were on picket

Operators Join Phone Walkout

2000 Long Distance and Toll Workers Strike

(Continued From Page One)

lines at 14 Cleveland branch exchanges and at Ohio Bell "focal points" at Canton, Akron and Youngstown, Mrs. Donahey declared:

"Like the plant men, the girls want a $5 weekly pay increase to meet rising living costs. At least 10 per cent of 600 toll operators are out.

"However, we will provide emergency service at toll points where war plants are located, or other service essential to the war effort and public health or welfare is required."

Mrs. Donahey's claims were disputed by H. J. Barber, Ohio Bell Telephone vice president.

"It's not true that 2000 operators are out. We're rendering almost normal service on nearby toll points, and 100 per cent on long distance out-of-state calls.

Can't Say About Later

"I'd say about three-quarters of our force is on now. But since the load varies, and more operators come on during the day, I can't say how things may be later."

"Locally, we have about half our force on the job now, and with the dial system we're able to give nearly normal service."

The strike, which began yesterday morning when installation, maintenance and construction workers walked out, was certified late yesterday to the WLB.

In accepting the dispute, the WLB also included pending wage issues of the traffic and commercial workers on the Ohio Bell system, bringing to 7600 the number of workers who would be affected by a ruling.

Go to Work, WLB Asks

Telegrams sent to the union by the WLB asserted the dispute was being accepted only on condition that the strikers return to work immediately.

"The whole trouble is," Mr. Hudson declared, "that the various plant councils of the union have autonomous rights and have been negotiating separately. We don't see how the WLB can handle the issues in this manner. There are too many different problems confronting each group."

The plant workers are seeking a general increase of approximately $5 weekly, which the union contends is justified by the wage formula set by WLB in the "Little Steel" decision. The company has balked at the demands on the ground that raises given since January, 1941, surpass the 15 per cent adjustment establishment by the WLB formula.

Mrs. Donahey said the operators had been offered a $1 a week raise and had turned it down.

The union leader said operators' scales now ranged from a $16 starting rate to a $29 weekly top wage after 10 years' service. Mr. Barber said this was correct, but argued that "the turnover among operators is very high, and no one with any desire to advance is expected to remain an operator when there are many opportunities of promotion to higher paying jobs."

Press

42 4 Cents Entered as second-class matter, Post Office, Cleveland, O. NIC

JOIN ST

us Rail Junction

heir Jobs and Walk Out

Union Spurns

Leland Stowe Writes:

Ray of Hope From Russia

Hitler Can't Fight on Two Major Fronts

(Continued From Page One)

fighting with extraordinary skill and courage.

These facts do not in the slightest degree diminish the present grave threat to the entire Caucasus and the Grozny and Baku oil fields. Nor should these revealing facts be taken for a single moment to indicate that there is no limit to the astonishing endurance of the Russian forces. They are fighting against tremendous odds and now, south of the Don, on terrain which is almost as difficult to defend as most of Iowa or Kansas. It would be sheer folly for the people of the United States and Great Britain to expect anything but increasingly serious developments in the north Caucasus for the next three or four weeks—or that the Russians can continue to fight alone indefinitely.

Even so, the differences between Hitler's 1941 and 1942 Russian campaigns raise important questions. Why, when Moscow last autumn heaped the most rankling humiliation of his whole life upon Hitler, does the fuehrer still fail to launch a second great offensive against the Soviet capital under the most favorable weather conditions of midsummer?

Why is there still no Nazi drive to capture besieged Leningrad?

Stalled in Leningrad

With Nazi Gen. Field Marshal Erwin Rommel's army deeply inside Egypt, and within striking distance of Alexandria, why has Hitler failed to rush overwhelming reinforcements to North Africa?

Why, too, have German air raids over Britain been little more than symbolic for months now?

There can be only one answer to these questions—and the Russian people all know the answer. The Nazis' only chance of conquering the Caucasus and gaining war-winning oil in huge quantities lies in using every last resource of the German war machine in the south Russian offensive. Hitler must win all or lose all this summer, these next few weeks below the Don

Another Waac

Miss Baum . . . physical ed. teacher to Women's Army

Still another Clevelander who will soon wear a uniform in Uncle Sam's feminine Army is Miss Ethel Baum, 23-year-old physical education teacher at West High School. Miss Baum, who is looking forward to her Army career as a "great experience," is the daughter of Mrs. Elizabeth Baum, 2182 W. 98th street, and was graduated from West High School and Kent State University.

Sworn in Tuesday at Columbus, Miss Baum reports Aug. 17 to Ft. Des Moines, Ia., for her WAAC officer training. Although she does not know what sort of job she will have, she hopes it will be in the physical fitness field.

Aleutian Attack Was Small Scale

Clevelander Is Defending Forces Reports

(Continued From Page One)

when the Japs returned for a second visit.

From One Carrier

"The attack wasn't severe," he said. "The planes must have been from only one carrier. All I saw were five high altitude bombers, several Zero fighters and a few dive bombers.

"They damaged an old beached vessel which had been grounded some time previously in a storm and later converted into a barracks. Dive bombers also knocked out a gun crew about 75 feet away."

Asked how many Jap planes were brought down in the attack, Mr. Peer indicated the defenders did well but added the exact number also came under the category of vital military information.

One of the reasons for coming home, Mr. Peer said, is to attend the wedding of his sister, Marjorie, 22, to Carl May, 21, of 10406 Miles avenue. The event will take place within the next few days.

Will Fly to Seattle

After that he said he planned to catch an air liner for a 24-hour jaunt to Seattle, where he'll check back in with his naval unit for further service.

Accompanying Mr. Peer on his trip to Cleveland was John Tillman, 28, an aviation machinist's mate—first class—who also saw action at Dutch Harbor.

Mr. Tillman, who is visiting his wife, Doris, at 9400 Euclid avenue, declined to give any information on the attack.

"We were told not to say anything," he said. "I guess I better shut up."

High contract salaries and $500 bonus payments for destroyed Jap planes were matched by equally high prices for luxuries sought by American flyers, according to Mr. Rossi.

"American cigarettes were $20 a carton," he said, "and whisky sold at $50 a bottle. Other things you couldn't get at any price because of transportation difficulties."

Lucas Votes on Hospital

TOLEDO, Aug. 6—A one-mill levy for operation of County Hospital, closed for lack of funds two months ago, will be the chief controversial issue before Lucas County voters next Tuesday. Seven efforts to add to Lucas County's real estate tax in the past five years have failed.

Sugar Rationing Irks Diner

PHILADELPHIA, Aug. 6—A large Philadelphia restaurant, now rationing sugar, reported that one disgruntled patron, denied three teaspoonsful, threatened to toss his cup of coffee into the huge sugar rationing bowl.

Germans Capture Railroad Junction

Russians Battle New Drive on Stalingrad Defenses

(Continued From Page One)

ing dismounted forces, were in the forefront of some of the fiercest fighting of the war south of Kushchevka, and they at least slowed the enemy advance.

In one sector, entrenched behind a small river in which many of them had been fishing a few days ago, they stopped the Germans and then went over the top in a fierce counterattack.

In a nearby sector, Russians defending a tiny elevation held their post for 48 hours under continuous attack, supported by massed enemy artillery and air bombardment, and at last report they were still there, alive or dead.

A group of German sub-machine gunners who forced a way between two hillocks were wiped out.

Hurl Back Several Attacks

"Defenders! Deal blow for blow," the official army newspaper Red Star exhorted the Caucasus troops. "Strain every nerve. Make water obstacles, hillocks and inhabited points impassable barriers."

But the enemy were fast approaching, in so far irresistible force, the broad reaches of the Kuban River and, below Kushchevka, they immediately threatened the Armavir railroad and oil pipe line junction, already useless to the Russians.

On the Stalingrad front the Russians held firm along the Don at Kletskaya itself while a Russian motor column moved on Stalingrad from that region. Tank and airplane fighting intensified steadily and both sides threw in tank and plane reinforcements as the decisive phase of the battle started.

The Germans attacked repeatedly with tanks and motorized infantry, supported by swarms of dive bombers, in an attempt to break through to the southern bank of the Don River bend in the Kletskaya sector.

After repulsing repeated attacks, the Russian tanks clanked out in a counterattack which forced an enemy retreat in one sector with the loss of a number of abandoned tanks.

In another Kletskaya sector a detachment of 14 Russian tommy gunners held up an infantry company of 300 Germans supported by eight tanks.

At a third, German tanks, cavalry and infantry, trying to seize a bridgehead, were sent reeling back with the loss of 500 men.

Retreat in South

In the Kotelnikovski area where the southern German claw was reaching toward Stalingrad, the Russians were compelled to retreat eastward at several points, it was admitted, after day and night attacks by German motorized forces supported by tanks.

Dispatches said that the Russians had repulsed many attacks at other points along the Stalingrad-Caucasus railroad, but emphasized that the Germans were attacking in great strength.

Moscow dispatches said that Russia was in almost the gravest position of the war.

Every man and machine that the Germans could throw in from their own enormous eastern armies or bring from western Europe was being thrown into the fight in a bid for the victory which the enemy knew must come now or never.

Red air force planes, from fighters to long range bombers used normally only in night bombing raids, sought to break up the endless columns of tanks, motorized infantry, ammunition and supply trucks which pressed toward the battle fronts.

German official reports said that destroyer plane formations supported German tanks in widening bridgeheads on the Kuban river. They credited Rumanian troops with giving important support in advances north of the River Sal, where the Axis forces were moving toward Stalingrad.

Still Rear Guard Action

British observers in London regarded the new German attack on Stalingrad through Kotelnikovski with great concern. They said the flat country offered the Germans ideal ground for tank operations.

All reports reaching London indi

shenko was not still continuing a strategic retreat toward better ground.

The Germans have not made their usual reports of the capture of large numbers of Russian troops and material, and it was thought that Timoshenko's army was still virtually intact and still capable of major military action.

The military commentator on the Berlin radio, heard in London, said "it would be an exaggeration to say that Russia's fate will be sealed in the next 80 days or so, but one can state that Russia has much at stake in the present battles." This was unusual caution in the Berlin radio.

Killer Wild Cat Prowls in Florida

By Science Service

TALLAHASSEE, Fla., Aug. 6—A dangerous saboteur is reported at large in the woods of northern Florida, that nobody seems to be particularly anxious to track down. Dogs least of all, for the marauder has no respect at all for dogs and would as soon kill them as look at them.

Said saboteur is a tropical American wild cat, known variously as jaguarandi, teyra and makya. It is a moderately frequent animal in Mexico and adjacent parts of Texas, rare in Louisiana, and until its tracks began to be seen recently in

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Fourth Floor Gallery

NWLB- NATIONAL WAR LABOR BOARD-ORDERS 269

A

NATIONAL WAR LABOR BOARD

WAGE STABILIZATION GENERAL ORDERS AND INTERPRETATIONS

Under Executive Order 9250,
Executive Order 9328
and the Regulations of the
Director of Economic Stabilization

Interpretations issued by the
Office of the General Counsel
and approved by the
National War Labor Board

GENERAL ORDERS

Of The

NATIONAL WAR LABOR BOARD

Table of Contents

General Order Number — Page

1. Wage increases ordered by NWLB prior to October 2, 1942 — 1
1a. Salary increases ordered by NWLB prior to October 2, 1942 — 1
2. Procedures in disputes affecting wages — 1
3. Wage increases made before October 3, 1942 — 1
4. Employers of eight or fewer employees — 3
5. Individual wage adjustments pursuant to an established wage schedule — 9
6. New rates and rate ranges — 10
7. Increases made in compliance with Fair Labor Standards Act or State Minimum Wage laws — 11
8. Wage and salary adjustments in territorial possessions of United States — 12
9. Adjustments in Salaries totaling not in excess of $5,000 per annum — 13
10. Bonuses, fees, gifts, and commissions — 16
10a. Bonuses to employees entering armed services — 19
11. Increases granted in good faith before November 7, 1942, without WLB approval — 19
12b. Employees of State, county, municipal governments — 19
13. Wage Adjustment Board for building construction industry — 21
14. War Department employees — 24
15. Rates fixed by umpires or arbitrators for new jobs under collective agreement — 27
16. Adjustment of rates paid to females with those paid to males — 27
17. Office of Price Administration employees — 28
18. Navy Department employees — 29
19. Federal Reserve System employees — 30
20. United States Employment Service employees — 30
21. Interior Department employees — 31
22. Escalator clauses in contracts — 32
23. Alaska made part of Region XII — 32
24. Agriculture Department employees — 33
25a. Tennessee Valley Authority employees — 34
26. Non-profit organizations — 35
27. National Housing Agency employees — 35
28. Government Printing Office employees — 36
29. Pan-American Union employees — 36
30. Increases in rates below 50¢ per hour — 37
31. Individual merit and length of Service, adjustments — 38
32. Federal Deposit Insurance Corporation employees — 56
33. War Relocation Authority employees — 57
34. Commerce Department employees — 58
35. Federal Security Agency employees — 58
36. Wage and salary adjustments in Territory of Hawaii — 59
37. War Department employees in Hawaii — 61
38. Incentive wage or piece rate adjustments requiring NWLB approval — 62
39. Delegation of authority to Director of Selective Service — 63

INDEX TO GENERAL ORDERS

Page
Administrative salaries 13
Agriculture Department 33
Alaska:
    Under WLB jurisdiction 12
    Made part of Region 12 32
Apprentice programs 38
Arbitrators, rates fixed by 27
Armed service, bonus on entering 19
Bonuses 16
Bonuses to employees entering armed services 19
Building construction rates 21
Cemeteries 35
Charitable organizations 35
Christmas bonuses 16
Commerce deparment 58
Commissions 16
Community chests 35
Construction Industry rates 21
County governments 19
Decreases not permitted under General Order No. 9 13
Decreases in rates for new employees 10
Disputes on wages, WLB procedures affecting 1
Educational organizations 35
Eight or fewer employes 3
Employers not exempt under General Order No. 4 3
Employers of eight or fewer 3
Employers of thirty or fewer 38
Employment Service 30
Equal pay for women 27
Escalator clauses in contracts 32
Exceptions to General Order No. 4 3
Executives' salaries 13
Extension of General Order No. 4 3
Fair Labor Standards, increases under 11
Federal Deposit Insurance Corporation 56
Federal Reserve Bank 30
Federal salaries fixed by statute 13
Federal Security Agency 58
Fifty-cents per hour 37
Fifty-cents per hour, increases not above 37
Foundations 35
Funds 35
Gifts 16
Government Employees:
    Agriculture Department 33
    Commerce Department 58
    Federal Deposit Insurance Corporation 56
    Federal Reserve System 30
    Federal Security Administration 58
    Interior Department 31
    National Housing Agency 35
    Navy Department 29
    Office of Price Administration 28
    Printing Office 36
    Selective Service 63
    Tennessee Valley Authority 34
    U. S. Employment Service 30
    War Department 24
    War Department in Hawaii 61
    War Relocation Authority 57

Page
Government Printing Office 36
Hawaii 59
Hawaii War Department Establishments 61
Hiring rates (Section F page 57) 38
Incentive Plans 62
Increases before November 7, 1942, without WLB approval 19
Increases before October 2, 1942 1
Increases in compliance with Fair Labor Standards or Minimum Wage Laws 11
Increases not above fifty cents per hour 37
Individual wage and salary adjustments:
  Under General Order No. 5 9
  Under General Order No. 31 38
Interior Department 31
Interpretative Bulletin No. 1 on General Order No. 31 44
Interpretative Bulletin No. 2 on General Order No. 31 47
Interpretative Bulletin No. 3 on General Order No. 31 50
Job reclassification plans 38
Joint wage committee on printing 36
Literary organizations 35
Length of Service increases 38
Merit increases 38
Military service, bonus on entering 19
Minimum wage laws 11
Municipal Governments 19
National Housing Agency 35
Navy Department 29
New employees 10, 38
New rate ranges 10
New rates 10
New salaries 10
Nonprofit organizations 35
Office of Price Administration 28
Pan American Union 36
Piece rates, revision of established 62
Piece rates as adjusted under contracts 9
Political sub-divisions, salaries fixed by statute 13
Promotions 38
Questions and answers on General Order No. 31 44
Rates fixed by umpires or arbitrators under collective agreement 27
Reclassifications 38
Religious organizations 35
Salaries fixed by statute 13
Salaries not above $5,000 13
Salaries ordered by WLB prior to October 2, 1942 1
Service increases 38
State, County, Municipal Governments 19
State minimum wage laws 11
State salaries fixed by statute 13
Substandard of living adjustments 37
Tennessee Valley Authority 34
Territorial possessions of the U. S 12
Thirty or fewer employees 38
Trainee Programs 38
Umpires, rates fixed by 27
U. S. Employment Service 30
U. S. Territorial Possessions 12
Wage Adjustment Board 21
Wage boards under Interior Department 31
Wage increases made before October 2, 1942 1
Wage rates ordered by WLB before October 2, 1942 1
War Department 24
War Department Establishments in Hawaii 61
War Relocation Authority 57
Women, equal pay for 27
Year-end bonuses 16

GENERAL ORDER NO. 1

(Adopted October 7, 1942)

Justice - 8/18/48

WLB

[illegible] 50-55¢ // Rejected chg to p.w.
max - 60-65¢ // 40 hr. week-work.

Phil WLB "– wage cutting policy – – that no. of mfgrs. are being threatened with suits by WLB for their attempts to abide by the wage provisions set forth in contracts with the N.Y. mfgrs for whom they work."

Phil WLB – "sts [illegible] ^congt of 80% of rate & beat down efforts at fair adj. of wages – –
– put lid on at little above subsistence level

Maj. of Phil. mfgrs (incl. WLB cases) work for N.Y. jobbers ^+ auction governed by terms of genl. contr. ^N.Y. dress Joint Bd.

award or decision of an arbitrator or referee made after October 3, 1942, is, however, subject to the approval of the Board, although the agreement providing therefor, or the order or agreement for arbitration or reference, may have been made prior to that date.

(*b*) All such increases shall be subject to the right of the Board to review and to order the discontinuance of further payment of all or part thereof.

Page
Government Printing Office, 36
Hawaii, 59
Hawaii War Department Establishments, 61
Hiring rates (Section F page 57), 38
Incentive Plans, 62
Increases before November 7, 1942, without WLB approval, 19
Increases before October 2, 1942, 1
Increases in compliance with Fair Labor Standards or Minimum Wage Laws, 11
Increases not above fifty cents per hour, 37
Individual wage and salary adjustments:
  Under General Order No. 5, 9
  Under General Order No. 31, 38
Interior Department, 31
Interpretative Bulletin No. 1 on General Order No. 31, 44
Interpretative Bulletin No. 2 on General Order No. 31, 47
Interpretative Bulletin No. 3 on General Order No. 31, 50
Job reclassification plans, 38
Joint wage committee on printing, 36
Literary organizations, 35
Length of Service increases, 38
Merit increases, 38
Military service, bonus on entering, 19
Minimum wage laws, 11
Municipal Governments, 19
National Housing Agency, 35
Navy Department, 29
New employees, 10, 38
New rate ranges, 10
New rates, 10
New salaries, 10
Nonprofit organizations, 35
Office of Price Administration, 28
Pan American Union, 36
Piece rates, revision of established, 62
Piece rates as adjusted under contracts, 9
Political sub-divisions, salaries fixed by statute, 13
Promotions, 38
Questions and answers on General Order No. 31, 44
Rates fixed by umpires or arbitrators under collective agreement, 27
Reclassifications, 38
Religious organizations, 35
Salaries fixed by statute, 13
Salaries not above $5,000, 13
Salaries ordered by WLB prior to October 2, 1942, 1
Service increases, 38
State, County, Municipal Governments, 19
State minimum wage laws, 11
State salaries fixed by statute, 13
Substandard of living adjustments, 37
Tennessee Valley Authority, 34
Territorial possessions of the U. S, 12
Thirty or fewer employees, 38
Trainee Programs, 38
Umpires, rates fixed by, 27
U. S. Employment Service, 30
U. S. Territorial Possessions, 12
Wage Adjustment Board, 21
Wage boards under Interior Department, 31
Wage increases made before October 2, 1942, 1
Wage rates ordered by WLB before October 2, 1942, 1
War Department, 24
War Department Establishments in Hawaii, 61
War Relocation Authority, 57
Women, equal pay for, 27
Year-end bonuses, 16

GENERAL ORDER NO. 1

(Adopted October 7, 1942)

All increases in wage rates which have been directed by the War Labor Board prior to October 3, 1942, shall be put into effect in accordance with the terms of the Directive Order in each particular case.

GENERAL ORDER NO. 1-A

(Adopted November 6, 1942)

General Order No. 1, issued by the National War Labor Board on October 7, 1942, shall apply also to salaries subject to the jurisdiction of the Board. (For definition of such salaries, see General Order No. 9, October 30, 1942.)

GENERAL ORDER NO. 2

(Adopted October 7, 1942)

The procedures in the National War Labor Board for the adjustment of labor disputes affecting wages established under Executive Order No. 9017, dated January 12, 1942, shall remain in full force and operation, and in all present or future cases in which the jurisdiction of the Board has attached or shall attach by certification or otherwise, the parties shall be deemed to have given notice within the terms of Title II, Section 1, of Executive Order No. 9250, dated October 3, 1942.

GENERAL ORDER NO. 3

(Adopted October 7, 1942, Amended September 14, 1943)

(*a*) The National War Labor Board hereby approves all increases in wage rates which were put into effect on or before October 3, 1942. Such approval includes increases first reflected in a pay roll subsequent to October 3, 1942, if applicable to work done, and provided for by written agreement or formally determined and communicated to the employees, on or before that date. An adjustment taking effect after October 3, 1942, or, regardless of its effective date, resulting from the award or decision of an arbitrator or referee made after October 3, 1942, is, however, subject to the approval of the Board, although the agreement providing therefor, or the order or agreement for arbitration or reference, may have been made prior to that date.

(*b*) All such increases shall be subject to the right of the Board to review and to order the discontinuance of further payment of all or part thereof.

Q. 1. Where a written agreement was signed by an employer and a labor union on September 29, 1942, providing for a wage increase effective October 1, 1942, but the agreement was subject to approval by the union membership and was not actually approved by the membership until October 4, is the agreement within General Order No. 3?

A. Yes. The fact that the agreement was subject to the approval of the union membership and that it was not actually approved until after October 3 does not alter the fact that the agreement was reached prior to October 3.

Q. 2. Where a contract executed prior to October 3, 1942, provides for wage increases upon stated rises in the cost of living, may such increases be granted without the approval of the Board?

A. No. See General Order No. 22.

Q. 3. What is the meaning of the phrase in General Order No. 3 which provides that a proposed increase must have been "formally determined and communicated to the employees" on or before October 3, 1942?

A. This phrase relates to employers who, in the absence of a union agreement, decided to put a wage increase into effect on or before October 3 by resolution of the Board of Directors or other similar formal action, and notified the employees by posting notices to that effect on the bulletin board, or in some other manner. If the determination to grant the increase was made by action of the board of directors, executive committee, or other officers having final authority to act, and some contemporary record was made of the action, such determination would constitute formal action within the meaning of the General Order. If the formal action was in fact communicated verbally to all of the employees affected, the communication requirement would be satisfied. The formal action contemplated relates to the employer's decision to put the wage increase into effect. It does not relate to the manner in which notice of the wage increase was communicated to the employees. The decision must be "formal"; the notice of the decision need not be.

Q. 4. Where a collective bargaining agreement providing for wage adjustments has been negotiated between a union and an employers' association prior to October 3, 1942, may the adjustments be applied without the approval of the Board to employers doing business in the area who thereafter become members of the association after October 3?

A. No.

Q. 5. If an employer, prior to October 3, 1942, instituted a vacation plan as compensation for work performed during the 1942 calendar year, may the vacations be granted to employees under the plan without Board approval if the vacation periods do not occur until after October 3, 1942?

A. Yes.

Q. 6. May individual increases be granted to employees after October 3, 1942, without Board approval if such increases are made in accordance with a properly established wage or salary schedule?

A. Yes.

GENERAL ORDER NO. 4

(Adopted October 9, 1942, Amended September 16, 1943)

(*a*) Wage adjustments made by employers who, at the time the adjustment is agreed to, or if not made by agreement, by the time it is placed into effect, employ a total of not more than eight individuals in all their plants or units, are exempted from the provisions of Executive Order 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943.

(*b*) Unless expressly extended, the exemption granted by this order shall not apply to employers whose employees' wages, hours, or working conditions have been established or negotiated on an industry, association, area, or other similar basis, by a master contract, or similar or identical contracts.

(*c*) The exemption granted by this order shall not apply to an employer who, during any given year following October 3, 1942, in the case of wages, or October 27, 1942, in the case of salaries, has made adjustments affecting eight specific employees.

(*d*) The Regional War Labor Boards may recommend to the National War Labor Board such exceptions to the provisions of this order as are necessary to effectuate the wage stabilization policies of the National War Labor Board, which exceptions, if approved by the National War Labor Board, shall, unless otherwise specified, apply only within the territorial jurisdiction of the Regional Board recommending them.

Extensions of General Order No. 4

The National War Labor Board has, under paragraph (*b*) of General Order No. 4, approved the extension of the exemption provided for in paragraph (*a*) of the order to:

(1) Employees of barber shops (May 19, 1943).

(2) Employees of beauty shops and the like (May 28, 1943).

Exceptions to General Order No. 4

The National War Labor Board has, under paragraph (*d*) of General Order No. 4, approved the following exceptions to the exemption provided for in paragraph (*a*) of the order:

(1) Tool and die industry (Approved as General Order 4–A October 23, 1942).

(2) Shoe repair industry in California (Approved April 10, 1943).

(3) Tool and die industry in Region I (Approved May 31, 1943).

(4) Logging, sawmill, and planing mill operations in California, Oregon, Washington, Idaho, or Western Montana (Approved June 26, 1943).

(5) Dental technicians, garage employees, and seed industry workers in Region XII (Approved August 3, 1943).

(6) Cotton-ginning employees in Region VIII (Approved August 17, 1943).

(7) Hotel and restaurant industry in Region X (Approved October 2, 1943).

(8) Retail coal distributors in Denver Labor Market Area (Approved October 29, 1943).

(9) Photo engravers (Approved November 13, 1943).

(10) Schiffli embroidery industry in Region II (Approved November 13, 1943).

(11) Grocery stores and meat markets in Denver Labor Market Area (Approved November 13, 1943). (Approved Oct. 17, 1944.)

(12) Operators in the lumber and pulp industry in Region I. (Approved January 8, 1944.)

(13) Retail lumber establishments in Regions VI, VII, VIII, IX, and XII. (Approved January 17, 1944.)

(14) Retail butcher shops in Louisville, Ky., area, whether exclusively or in conjunction with or as a part of some other retail business. (Approved February 5, 1944.)

(15) Employers engaged in the business of window cleaning in the Greater Cleveland Area. (Approved February 8, 1944.)

(16) Employers in the rig building branch of the petroleum industry in the area where uniform brackets have been set. (27 states in Mid-Continent Area, in Regions IV–IX and XI, inclusive.) (Approved March 3, 1944.)

(17) All employers in Cuyahoga County, Ohio, who are engaged in the business of repairing and/or rebuilding gasoline operated motor vehicles and/or trailers, both bodies and chassis, for others. (Approved March 21, 1944.)

(18) All employees engaged in the automotive repair industry, in the Tenth Region of the National War Labor Board, embracing the States of California, Nevada, and Arizona, other than gasoline stations, tire and vulcanizing services. (Approved April 25, 1944.)

(19) All employers engaged in the manufacture of jewelry in Region II of the National War Labor Board, embracing the State of New York and the northern counties of New Jersey (Sussex, Passaic, Bergen, Warren, Morris, Essex, Hudson, Union, Middlesex, Somerset, Monmouth, and Hunterdon). (Approved May 10, 1944.)

(20) The jewelry industry in Albuquerque, N. Mex. (Approved May 10, 1944.)

(21) Logging and sawmilling operations in the lumber industry in Region IX of the National War Labor Board, embracing the States of Colorado, New Mexico, Montana, Wyoming, Utah, and Idaho. (Approved May 10, 1944.)

(22) Pattern makers in the metropolitan areas of Portland, Oreg., and Seattle and Spokane, Wash. (Approved April 27, 1944.)

(23) Machine shop workers in the metropolitan areas of Portland, Seattle, Spokane, Bellingham, Everett, and the Willamette Valley in Region XII of the National War Labor Board. (Approved April 27, 1944.)

(24) Truck drivers, shoe repair, radio repair, and watch repair shops, radio broadcasting stations, dry cleaning establishments, restaurants, wholesale and retail distribution establishments, and clerical workers in Region XII of the National War Labor Board, embracing the States of Washington and Oregon. (Approved April 27, 1944.)

(25) Hotels in Region XII of the National War Labor Board, embracing the States of Washington and Oregon. (Approved May 16, 1944.)

(26) Employers engaged in the packing and shipping of potatoes in the State of Maine. (Approved May 30, 1944.)

(27) All employers in the Territory of Hawaii. (Approved June 3, 1944.)

(28) Firms in the automotive repair and tire industry in Region X of the National War Labor Board, embracing the States of California, Nevada, and Arizona. For the purposes of this subsection, the automotive and tire repair industry is defined as comprising those firms who regularly employ an individual, or individuals, to perform any or all of the following functions for the general public: the repairing of damaged automobile or truck fenders and bodies to restore their original shape and smoothness or surface by hammering out and filling dents, and by welding breaks in the metal; the disassembling and overhauling of automobile, or truck engines, transmissions, clutches, rear ends, the grinding of valves, and the aligning of wheels, or the retreading and recapping of automobile or truck tires. The foregoing definitions shall include any firm employing a body and fender repairman, metal man, assembler, automotive electrician, body builder, brake specialist, combination man, front-end man, frame and axle man, automotive machinist, automotive mechanic or truck mechanic who performs any or all of the aforementioned functions. Establishments exclusively engaged in the servicing of automobiles and trucks, filling tanks with gasoline, greasing, lubricating, washing, etc., shall not be included in this definition, provided that they employ no person who performs any of the functions included above in the industry. (Approved July 4, 1944.)

(29) Jewelry stores and watch repair establishments in Region IX, embracing the States of Colorado, Montana, New Mexico, Wyoming, Utah, and Idaho. (Approved July 11, 1944.)

(30) Jewelry industry in Region X. For the purposes of this subsection, the jewelry industry is defined as follows: 1. Manufacturing jewelers and trade shops: Establishments engaged in the manufacture of jewelry for the purpose of resale and establishments engaged in providing for the retail jewelry trade in services of special order manufacturing, engraving, jewelry repair, and watch and clock repair. (2) Retail jewelry: Establishments engaged in selling at retail any combination of the lines of jewelry such as diamonds and other precious stones mounted in precious metals as rings, bracelets, brooches, sterling and plated silverware, and watches and clocks. (Approved July 11, 1944.)

(31) All contractors in the building and construction industry in the United States. (Approved July 7, 1944.)

(32) Automotive repair industry in Region IX of the National War Labor Board, comprising the States of Colorado, New Mexico, Montana, Wyoming, Utah, and Idaho. (Approved August 8, 1944.)

(33) Employers engaged primarily in the distribution and recapping or retreading of tires within the jurisdiction of Region II of the National War Labor Board, comprising the State of New York and the following counties in New Jersey: Sussex, Passaic, Bergen, Warren, Norris, Monmouth, Essex, Hudson, Union, Middlesex, Somerset, and Hunterdon. (Approved August 8, 1944.)

(34) The painting and decorating industry in Los Angeles County, Calif., of Region X. For the purposes of this subsection, the paint-

ing and decorating industry is defined as the painting and decorating of interiors and exteriors of buildings or structures, commercial and industrial as well as housing, i. e., multiple dwellings and single units, and fences. (Approved August 8, 1944.) (Amended September 27, 1944.)

(35) Cleaning and dyeing plants in the Denver, Colorado, Metropolitan Area, consisting of the City and County of Denver, towns of Edgewater, Lakewood, Wheatbridge, and Arvada, located in Jefferson County; the towns of Brighton and Aurora, located in Adams County; that part of the town of Aurora located in Arapahoe County; and the town of Littleton, located in Arapahoe County. (Approved August 15, 1944.)

(36) All employers in the Territory of Alaska. (Approved September 28, 1943.)

(37) The custom tailoring industry in Los Angeles County, Calif., of Region X. For the purpose of this subsection this industry is to be defined as follows:

Establishments engaged in making and/or selling men's and women's clothing made to the individual measure and/or specifications of the customer, but not including those who produce their clothing by the methods commonly known as cut, make and trim. (Approved September 5, 1944.)

(38) Employers in commercial printing industry in Los Angeles and Orange County, and all valley communities east to and including San Bernardino and Riverside, Calif. (Approved September 5, 1944.)

(39) Cleaning and dyeing plants in the town of Englewood, Colo. (Approved September 19, 1944.)

(40) Employers engaged in the manufacture of precious jewelry in the Philadelphia, Pa., area. For the purpose of this subsection this industry is defined as follows:

Establishments primarily engaged in manufacturing from precious metals with or without precious stones, jewelry and other articles to be worn on or to be carried about the person, such as cigarette cases and lighters, vanity cases, and compacts; trimmings for umbrellas, canes, etc.; and jewel settings and mountings. (Manufacturers of costume jewelry, watches, and clocks are not included in the foregoing.) (Approved September 19, 1944.)

(41) All employers in the upholstery industry in the city and County of San Diego, Calif. For the purposes of this paragraph this industry is defined as follows:

The manufacturing, repairing, recovering, remodeling, and renovation of all kinds and types of upholstered furniture. (Approved September 27, 1944.)

(42) All pharmacists in Region IX of the National War Labor Board comprising the States of Colorado, New Mexico, Montana, Wyoming, Utah, and Idaho. (Approved September 27, 1944.)

(43) All employers of laboratory technicians, pharmacists, anesthetists, nurses, X-ray technicians, and physical therapists in Region X. (Approved October 6, 1944.)

(44) All manufacturers of cigars in York, Adams, Cumberland, Dauphin, Lebanon, and Lancaster Counties, in Pennsylvania; Frederick, Carroll, Baltimore, and Harford Counties in Maryland. (Approved October 17, 1944.)

(45) Dry cleaners and launderers in the Wichita, Kans., area in Region VII. (Approved October 26, 1944.)

(46) Dry-cleaning industry in the Niagara frontier area in Region II. (Approved October 28, 1944.)

(47) All employers in Dade County, Fla., including the Miami, Fla., area, with the exception of employers of domestic servants in private homes. In connection with this exception the Board also adopted the following resolution:

> That no employee presently in the service of an employer in the Miami, Fla., area, heretofore exempt under General Order No. 4, shall have this compensation reduced by reason of this action so long as he remains in the service of that employer. New employees of any such employers, shall be hired in either (1) at the rates the employer had in effect, October 3, 1942, in respect to wages, or October 27, 1942, in respect to salaries; or (2) at the rates properly adjusted, where no approval is required, under the appropriate General Orders of the National War Labor Board; or (3) at the rates approved for the particular employer by the Fourth Regional War Labor Board on Form 10 application.
>
> That, regardless of whether the particular employer has or has not been exempt under General Order No. 4, the approvable wage rate for common labor, in the Miami, Fla., Area, in the mercantile, distribution, service, manufacturing, processing, laundry, dry cleaning, pressing, hotel and restaurant industries (except in bars, night clubs, or other places of entertainment) shall be 55 cents an hour; in all other industries, 50 cents an hour. (Approved November 11, 1944.)

Other Exemptions Permitted Under General Order No. 4

The exemption granted under paragraph (a) of General Order No. 4 shall apply also:

(*a*) to any country grain elevator establishment at which not more than 8 individuals are employed even if the employer in all his plants or units employs a total of more than 8 individuals. (Approved October 26, 1943.)

Q. 1. As of what time is it to be determined whether an employer comes within the exemption of General Order No. 4?

A. If more than eight individuals are employed either when the adjustment is agreed upon, or when it takes effect, the exemption may not properly be claimed.

Q. 2. Does an increase granted by an employer without Board approval under the exemption contained in General Order No. 4 justify a request for price relief?

A. No. If the increase is to be made the basis for a price increase or is to be used to resist an otherwise justifiable reduction in price ceilings, formal application for approval must be made.

Q. 3. Does the exemption under General Order No. 4 apply where the proposed wage adjustment affects less than 8 employees, but the company employs a total of more than that number?

A. No.

Q. 4. Are employees whose adjustments are subject to the control of the War Food Administrator or the Commissioner of Internal Revenue to be included in determining the number of employees for the purpose of applying General Order No. 4?

A. Yes.

Q. 5. Are directors of a corporation, who do not participate in the routine of the business and who receive a nominal fee but no regular remuneration, to be considered employees under General Order No. 4?

A. No.

Q. 6. In the case of a partnership, are the partners to be included in determining the number of employees for the purpose of applying General Order No. 4?

A. No.

Q. 7. Is an employee who is the wife or husband of, or otherwise related to the owner of the business, to be included in computing the number of employees?

A. Yes, if he or she participates in the daily routine of the business and receives wages or a salary therefrom.

Q. 8. If a bank, trust company, or real estate company administers several parcels of property, each of which has a separate owner and each of which employs 8 or fewer employees, does the fact that the total number of employees for all the properties exceeds 8 make the General Order inapplicable to each parcel?

A. No. Each separate owner is considered a separate employer, even though one central bank, trust company, or real estate company may administer all the properties.

Q. 9. If a corporation or individual owns and operates separate chain units or establishments in each of which 8 or fewer persons are employed but the total employees for all establishments is more than 8, are wage and salary adjustments for such employees exempt under the General Order?

A. No.

Q. 10. If an individual employer employs less than 8 persons in his home, and in each of a number of separate unrelated and independent businesses, but the total number of all employees exceeds eight, may he claim the exemption of the General Order for each business, and for his home?

A. Yes, unless there is evidence that the separate businesses have been established to evade the provisions of the wage stabilization program.

Q. 11. May an officer or majority stockholder of a corporation, who maintains a similar but separate business employing less than eight persons, claim the exemption of the General Order?

A. Yes, provided there is no evidence of intent to evade the provisions of the wage stabilization program.

Q. 12. Are employers of more than 8 employees, only 8 or fewer of which employees perform services within the continental United States, Alaska, and Hawaii, required to seek approval of wage and salary adjustments for the employees in the United States?

A. No. (The wage stabilization program presently applies only to the continental United States, Alaska, and Hawaii).

Q. 13. Is an employer exempt under General Order No. 4 who, while setting up a new establishment, employs 8 or fewer employees, if he contemplates employing more than 8 persons when the establishment is operating at normal capacity?

A. No.

Q. 14. May an employer who has granted wage increases under the exemption of General Order No. 4, use the increased rate in hiring new employees in accordance with General Order No. 6?

A. Yes.

Q. 15. Does the General Order apply to an employer of less than 8 persons one or more of whom is covered by an industry-wide agreement?

A. Yes, but the General Order applies only to those employees who are not covered by the industry-wide agreement.

Q. 16. If an employer of less than 8 employees has customarily followed the terms of a master agreement, but is not a party to or bound by the agreement, is he within the exemption of the General Order?

A. Yes.

Q. 17. Where wage rates have been negotiated by a union and the representatives of industry in a given area and a new employer enters into business in the area and signs a contract with the union, is the approval of the Board required before the contract rates may be made effective, if he employs 8 or less employees?

A. Yes. (See also General Order No. 6).

Q. 18. Does the fact that a union representing employees of a number of small retail stores, each employing 8 or fewer persons, negotiates contracts with similar provisions with each store, deprive the separate employers of the exemption of the General Order?

A. No, if the union was not dealing for all the employees as a group, or if the wage rates were not negotiated or established on an industry, association, area or other similar basis.

Q. 19. An employer of 8 persons adjusts the wage rates for 8 specific employees and then, due to labor turnover, two of the jobs are filled by new employees, the total remaining 8. May he make adjustments in the wages of the new employees under General Order No. 4 without approval?

A. No, except as may be permitted by other General Orders of the Board. Section (c) of General Order No. 4 limits the number of wage and salary adjustments which may be made without Board approval to those granted to 8 specific employees during any given year.

GENERAL ORDER NO. 5

(Adopted October 14, 1942, Amended May 26, 1943)

Subject to the requirements of General Order No. 31, wage adjustments may be made in wage rates of individual employees, without approval of the National War Labor Board, if they are incident to the application of the terms of a wage agreement which existed previous to or has been approved since October 3, 1942, or incident to an established or approved wage rate schedule covering the work assignments of employees and are made as result of:

(*a*) Individual promotions or reclassifications.

(*b*) Individual merit increases within established rate ranges.

(*c*) Operation of an established plan of wage increases based upon length of service within established rate ranges.

(*d*) Increased productivity under piece-work or incentive plans.

(*e*) Operation of an apprentice or trainee system.

Wage adjustments made under this Order shall not result in any appreciable increase of the level of production costs and shall not furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices.

Interpretation No. 1 to General Order No. 5

(Adopted October 20, 1942)

The fixing of a piece-rate which was theretofore set only tentatively for trial purposes, and the re-setting of a piece-rate which was found to have been set in the first instance so as to yield less than the regularly established or normal amount prevailing in the plant for that type of job, are each "wage adjustments . . . incident to the application of the terms of an established wage agreement or to established wage rate schedules" within the meaning of General Order No. 5, and may therefore be made without approval of the National War Labor Board.

(See Questions and Answers under General Orders No. 31)

GENERAL ORDER NO. 6

(As Amended June 27, 1944)

(*a*) The hiring of an individual at a wage or salary rate in excess of the rate properly established in the plant for employees of similar skill and productive ability within the classification in which the individual is employed is an increase in wages or salary within the meaning of Executive Order No. 9250, and the Regulations of the Director of Economic Stabilization, and requires the approval of the National War Labor Board.

(*b*) The hiring of an individual at a wage or salary rate lower than the rate or the minimum of the range of rates properly established in the plant for the job classification in which the individual is employed is a decrease in wages or salary within the meaning of Executive Order No. 9250, and the Regulations of the Director of Economic Stabilization, and requires the approval of the National War Labor Board.

(*c*) If a wage or salary rate or range of rates for a job classification has not theretofore been established by the employer for the plant involved, the rate or range of rates may be established without the approval of the National War Labor Board if it bears the same relation to the rates or ranges of rates for similar classifications in the area as the existing rates or ranges of rates in the plant bear to comparable rates or ranges of rates in the area; provided, however, that rates or rate ranges covering new plants or new departments within existing plants must be submitted to the National War Labor Board for approval.

Q. 1. If a wage or salary rate for a job classification has not heretofore been established by the employer for the plant involved, may the employer without approval fix either a specific rate or a rate range for the job?

A. Yes, provided the criteria set forth in General Order No. 6 for the creation of rates or rate ranges for new job classifications are followed.

Q. 2. Where, prior to October 3, 1942, terms and conditions of employment have been negotiated by a union and the representatives of an industry in a given area, and a new employer enters into business in the area after October 3, 1942, is the approval of the Board required before he may pay the rates set forth in the contract?

A. Yes. Rates or rate ranges for new establishments must be submitted for approval.

Q. 3. Must approval be obtained for each new piece rate established and made applicable to different articles manufactured by the same employer?

A. Piece rates may be fixed without Board approval for the manufacture of a particular commodity if they are established so as to yield the normal amount prevailing in the plant for the character of the operation.

Q. 4. May the purchaser of a business make adjustments in the wages or salaries of the employees at the time of sale without approval?

A. No.

GENERAL ORDER NO. 7

(Adopted October 28, 1942, Amended August 2, 1943)

Since Title VI, Section 1 of Executive Order No. 9250, dated October 3, 1942, states that "nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act," and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders, provided, however, that if any changes in such statutes or orders are made or promulgated after April 8, 1943, increases directed thereby which would result in a wage or salary rate in excess of 50 cents per hour, may not be made without the approval of the Board.

Q. 1. Where an employee has been hired for a stipulated weekly salary without any limitation on the number of hours to be worked, may the employer commence paying overtime without the approval of the Board?

A. No, unless overtime payments are required by a Federal or State law.

Q. 2. Where an employee is paid for a forty-hour week, with a provision that overtime be paid for all hours over forty, but with no provision that there be any reduction if less than forty hours per week are worked, may the amount of salary be reduced for any week in which less than forty hours are worked, without Board approval?

A. No.

Q. 3. Where a work week is extended by order of the War Manpower Commission, or Executive order, from 40 to 48 hours, is Board approval required for the payment of time and one-half for the additional 8 hours?

A. Yes, unless these overtime payments are required by a Federal or State law, or it has been the custom or practice or agreement of the employer to pay overtime at this rate.

Q. 4. May an employer, in increasing the length of the workweek of salaried employees, increase the salaries of these employees without approval?

A. Yes, if the new work schedule is increased beyond the number of hours covered by the original salary, the employees may be paid straight time for the additional hours worked.

Q. 5. May an employer, without Board approval, reduce the hours worked each week by his employees and at the same time increase the wage rates of his employees so that they will receive the same weekly take-home?

A. No.

Q. 6. If a company receives a contract from the government which requires the payment of a minimum rate for a certain occupation which is in excess of the rate theretofore paid by the company, is it necessary for the company to obtain approval of the increase prior to putting it into effect?

A. No approval is required for the increase if the government contract contains a stipulation with respect to minimum wage rates which is required by a federal statute. Adjustments made to effect compliance with federal statutes do not require Board approval. Upon the expiration of the contract, however, the employer may not without approval pay more than the old rate, except as otherwise provided in the General Orders.

Q. 7. May an employer, after October 3, 1942, without Board approval, institute the practice of paying time and one-half for hours worked over 40 per week, if such premium pay is not required by the Fair Labor Standards Act or equivalent State law?

A. No.

Q. 8. If, prior to October 3, 1942, time and one-half was paid for work performed on Saturday, as such, may an employer institute the payment of time and one-half for work performed on the sixth day worked in the workweek, as permitted by Executive Order 9240, without Board approval?

A. Yes.

GENERAL ORDER NO. 8

(Adopted October 28, 1942, Amended June 3, 1944)

Exercising the authority vested in the National War Labor Board by Section 4001.19 of Part 4001, Regulations Relating to Wages and Salaries, issued on October 27, 1942, as amended, by the Economic

Stabilization Director and approved by the President, and deeming it necessary for the effective administration of the Act of Congress of October 2, 1942, the Board hereby determines that adjustments in any wages or salaries over which this Board has jurisdiction and which are paid in any territory or possession of the United States, except Alaska and the Territory of Hawaii, are exempted from the operation of the said Regulations and therefore may be made without the approval of the Board.

Q. 1. May an employer with offices within the continental limits of the United States make adjustments in the compensation of employees employed in United States territorial possessions, other than Alaska, and Hawaii, without Board approval?

A. Yes.

GENERAL ORDER NO. 9

(Adopted October 30, 1942, Amended May 26, 1943)

I. JURISDICTION OF THE NATIONAL WAR LABOR BOARD

Section 4001.2 of Part 4001 "Regulations Relating to Wages and Salaries," issued on October 27, 1942, by the Economic Stabilization Director and approved by the President provides in part that the National War Labor Board "shall have authority to determine whether any . . . salary payments to an employee totaling in amount not in excess of $5,000 per annum where such employee

(*a*) in his relations with his employer is represented by a duly recognized or certified labor organization, or

(*b*) is not employed in a bona fide executive, administrative or professional capacity

are made in contravention of the Act of Congress of October 2, 1942, or any rulings, orders or regulations promulgated thereunder."

Section 4001.6 of said Regulations provides that "in the case of a salary rate of $5,000 or less per annum existing on the date of the approval of these regulations by the President" (namely, October 27, 1942) no increase shall be made without the prior approval of the Board.

The Board hereby defines what is meant by "employed in a bona fide executive, administrative or professional capacity".*

Executive

The term "employed in a bona fide executive capacity" shall mean any employee—

(*A*) whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and

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*For the convenience of employers and employees who have been accustomed to the practices prevailing under the Fair Labor Standards Act, these definitions have been taken from the regulations promulgated by the Wage & Hour Administrator, pursuant to Section 13 (a) (1) of the Fair Labor Standards Act of 1938 (52 Stat. 1060), but no provisions of that Act or of any regulations issued thereunder are in any way applicable to the regulations and orders of the National War Labor Board.

(*B*) who customarily and regularly directs the work of other employees therein, and

(*C*) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight, and

(*D*) who customarily and regularly exercises discretionary powers, and

(*E*) who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and

(*F*) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the number of hours worked in the workweek by the employees under his direction, provided that this subsection (F) shall not apply in the case of an employee who is in sole charge of independent establishment or a physically separated branch establishment.

Administrative

The term "employed in a bona fide administrative capacity" shall mean any employee—

(*A*) who is compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and

(*B*) (1) who regularly and directly assists an employee employed in a bona fide executive or administrative capacity (as such terms are defined in these regulations), where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or

(2) who performs under only general supervision, responsible nonmanual office or field work, directly related to management policies or general business operations, along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or

(3) whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment; or

(4) who is engaged in transporting goods or passengers for hire and who performs, under only general supervision, responsible outside work of a specialized or technical nature requiring special training, experience, or knowledge, and whose duties require the exercise of discretion and independent judgment.

Professional

The term "employed in a bona fide professional capacity" shall mean any employee who is—

(*A*) engaged in work—

(1) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical or physical work, and

(2) requiring the consistent exercise of discretion and judgment in its performance, and

(3) of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and

(4) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the hours worked in the workweek by such employees; provided that where such non-professional work is an essential part of and necessarily incident to work of a professional nature, this subsection (4) shall not apply, and

(5) (*a*) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes; or

(*b*) predominantly original and creative in character in a recognized field of artistic endeavor as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination, or talent of the employee, and

(*B*) compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities); provided that this subsection (B) shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof.

II. EFFECTIVE DATE OF THE BOARD'S JURISDICTION

Pursuant to Section 4001.6 of the said Regulations, increases in salaries which by written agreement executed on or before October 27, 1942, or by formal action communicated to the employees, on or before October 27, 1942, were made applicable to work done prior to October 27, 1942, do not come within the jurisdiction of the Board, notwithstanding such increases are first reflected in a payroll subsequent to October 27, 1942.

III. SALARY INCREASES WHICH DO NOT REQUIRE BOARD APPROVAL

Subject to the requirements of General Order No. 31, salary adjustments may be made in salary rates of individual employees over which the Board has jurisdiction without the approval of the Board, if they are incident to the application of the terms of a salary agreement which existed previous to or has been approved since October 27, 1942, or incident to an established or approved salary rate schedule and are made as a result of:

(*a*) individual promotions or reclassifications

(*b*) individual merit increases within established rate ranges

(*c*) operation of an established plan of salary increases based on length of service within established rate ranges

(*d*) increased productivity under incentive plans

(*e*) operation of an apprentice or trainee system, or (*f*) such other reasons, or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations.

Salary adjustments made under this order shall not result in any appreciable increase of the level of production costs and shall not furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices.

IV. EXEMPT EMPLOYERS

Pursuant to Section 4001.11 of the said Regulations salary adjustments made by employers who employ not more than eight individuals are exempted from the provisions of Sections 4001.6, 4001.7 and 4001.8 of the said Regulations and may therefore be made without the approval of the National War Labor Board.

V. STATUTORY SALARIES AND WAGES

The said Regulations, pursuant to Section 4001.13 thereof, are not applicable to any salary or wages paid by the United States, any state or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing where the amount of such salary or wages is fixed by statute. Adjustment in such salaries or wages may therefore be made without the approval of the National War Labor Board.

VI. DECREASES IN SALARIES OF LESS THAN $5,000 OVER WHICH THE NATIONAL WAR LABOR BOARD HAS JURISDICTION AS DEFINED IN SECTION I OF THIS ORDER

Pursuant to Section 4001.7 of the said Regulations, no decrease in a salary rate paid to an employee for any particular work and over which the National War Labor Board has jurisdiction as defined in Section I of this Order, may be made by the employer below the highest salary rate paid for such work between January 1, 1942, and September 15, 1942, without the prior approval of the Board.

(See Questions and Answers Under General Order No. 31.)

GENERAL ORDER NO. 10

(Adopted November 6, 1942, Amended September 12, 1944)

(a) The payment to employees, whose wage or salary adjustments are subject to the jurisdiction of the National War Labor Board, of a bonus or gift paid to such employees in the past may be continued without the approval of the National War Labor Board provided that

1) If in a fixed amount, the total amount so paid to an employee during the current bonus year does not exceed the total so paid to an employee for like work during the preceding bonus year, or
2) if computed on a percentage, incentive or other similar basis, the rate and the method of computation are not changed in

the current bonus year so as to yield a greater amount than that in the preceding bonus year, but a greater amount when resulting from the same rate and method of computation may be paid.

(b) Notwithstanding the provisions of paragraph (a) hereof, an employer may pay to each of his employees, without the approval of the National War Labor Board, a Christmas or year-end bonus in an amount not exceeding the sum of twenty-five dollars.

(c) If an employee is regularly compensated on a commission or fixed percentage basis, a change in the rate or method of compensation constitutes a wage or salary adjustment which requires the approval of the National War Labor Board.

Q. 1. Would the failure to pay in the current bonus year (a) the "fixed amount" bonus paid to an employee in the preceding bonus year, or (b) a bonus computed on the same percentage or other basis as was used in the preceding bonus year, constitute a salary or wage reduction requiring Board approval?

A. If it has been the custom and practice for the payment of the bonus to lie within the exclusive discretion of the employer, the nonpayment of the bonus during the current bonus year would not be a wage or salary decrease, even though a bonus had been paid to these or similar employees doing like work during the preceding bonus year. If, on the other hand, the bonus was either by agreement or by custom and practice, considered to be an integral part of the employee's wage or salary, its nonpayment would be a decrease which requires approval, unless there were circumstances which, consistent with the agreement or the custom, justified the employer in withholding the bonus.

Q. 2. If increases authorized or approved under the wage stabilization program have been granted to employees during the current year, so that the employees' salaries now equal their former salary plus the bonus, must the bonus be continued?

A. If the bonus is an integral part of the employee's wages or salary, payment of such bonus must be continued regardless of any wage or salary increase, and may be discontinued only with Board approval.

Q. 3. May an employer who has regularly paid a bonus to his employees, discontinue the bonus as such and add the amount thereof to the wage or salary rates of his employees without Board approval?

A. No.

Q. 4. If, by using the same basis of computation in the current bonus year as was used in the preceding bonus year, a bonus different in amount from that paid during the preceding bonus year results, may such a different amount be paid without prior Board approval?

A. Yes, if in the current bonus year the bonus is computed on the same percentage or other basis as in the preceding bonus year, with no change in the rate or method of computation, Board approval is not required for the payment of the bonus, regardless of whether the current bonus is greater or less than that paid in the preceding bonus year.

Q. 5. A bonus has been customarily paid in the past but the amount thereof and the method of computation have been different for each year; what bonus payment may be made without Board approval during the current bonus year?

A. The maximum bonus that may be paid during the current bonus year without Board approval is one in the same amount or calculated by the same method of computation as in the preceding bonus year.

Q. 6. If it has been the practice of an employer to pay a bonus based on a fixed percentage of the employee's earnings, or his profits, may he pay the same dollar amount that he paid to the employee during the preceding bonus year if the application of the same percentage yields a smaller amount?

A. Yes.

Q. 7. If an employer paid a smaller bonus in the year 1943 than he paid in 1942, may he pay the larger amount paid in 1942 for 1944?

A. No, unless the variation in amount is due to the fact that the bonus is paid on a percentage or other similar basis.

Q. 8. If an employer paid a bonus for the last six months of 1943, may he pay a similar bonus for the last six months of 1944, even though no payment was made for the first six months of 1944?

A. Yes, if a bonus was paid for a portion of the preceding bonus year it may be instituted for a portion of the current year even though no bonus was paid during the intervening period.

Q. 9. If an employer has in the past given a lump sum to a department head for distribution as a yearly bonus to the employees in his department may this practice be continued even though the amount received by the individual employee varies from year to year?

A. Yes, provided the total amount or the method of computation of the lump sum, and the basis of distribution to the individual employees, remain the same as in the preceding bonus year.

Q. 10. May an employer who desires this year to pay a bonus in the same net amount as that paid last year, without Board approval, pay the withholding tax or other increased taxes which have been imposed during the current year so as to enable the employees to receive the same net sum?

A. No. The payment of new withholding or other taxes by an employer constitutes a wage or salary increase.

Q. 11. If an employer has in the past given his employees a bonus of one week's earnings, and their workweek has been lengthened, may he give them a bonus based on the number of hours in the lengthened workweek?

A. Yes.

Q. 12. May an employer institute a special incentive or attendance bonus for his employees without Board approval?

A. No.

Q. 13. May a bonus be paid during the current year to a new employee who was not on the payroll during the preceding bonus year in an amount equal to that paid to the employees in the same or similar occupations?

A. Yes.

Q. 14. If it has been an employer's practice to pay a bonus based upon a percentage of his profits, but no bonus has been paid for 2 years for the reason that the employer made no profits, may the bonus be paid in the current year in which profits were made?

A. Yes, provided the method of computation remains the same.

Q. 15. If the bonus for the preceding bonus year was based on straight time earnings, may the employer pay a bonus based on the employees' wages including overtime earnings for the current bonus year without approval?

A. No.

GENERAL ORDER NO. 10 (a)

(Adopted December 14, 1942)

A bonus payment made by an employer to an employee severing his employment for the immediate purpose of entering the armed forces of the United States does not require the approval of the National War Labor Board.

Q. 1. May an employer pay to his employees in the armed forces without Board approval all or part of their previous salaries.

A. Yes. Section 3 (f) of the Selective Service and Training Act has been interpreted as permitting an employer to pay to an employee who enters the armed forces the compensation the employee was receiving before induction, or any portion thereof, without the approval of the Board.

GENERAL ORDER NO. 11

(Adopted November 6, 1942)

To prevent hardships resulting from innocent action in the period of transition following the issuance of Executive Order No. 9250, dated October 3, 1942, and pursuant to the authority vested in the National War Labor Board by that Executive order, it is hereby ordered that:

An employer who, on or prior to November 7, 1942, has in good faith given an increase in wages subject to the jurisdiction of the National War Labor Board without the prior approval of the National War Labor Board or exemption under its regulations may apply for approval of such increase on or before December 1, 1942. If satisfied that the employer made the increase in good faith and that the increase is consistent with Executive Order No. 9250, October 3, 1942, and should be approved, the National War Labor Board will make its approval retroactive to the date of the wage increase.

Except as herein provided, an increase which requires approval of the National War Labor Board must receive such approval before it is put into effect.

GENERAL ORDER NO. 12–B

(Adopted May 25, 1943)

General Order No. 12–A adopted January 6, 1943, is hereby revoked, and in its stead there is adopted the Joint Statement of the National War Labor Board and the Commissioner of Internal Revenue, dated May 25, 1943, and set forth hereinafter.

JOINT STATEMENT OF THE NATIONAL WAR LABOR BOARD AND THE COMMISSIONER OF INTERNAL REVENUE

(Dated May 25, 1943)

Wage and Salary Adjustments by State, County, and Municipal Governments and Agencies Thereof

On November 12, 1942, and December 26, 1942, the National War Labor Board and the Commissioner of Internal Revenue issued joint statements with respect to the procedure to be followed in making adjustments in salaries and wages of state, county, municipal and other nonfederal governmental employees. It was stated that Congress in the Act of October 2, 1942, clearly intended that all employers and all employees would be covered by the national stabilization policy, and since millions of public employees are engaged in the same kind of work as private employees, the duty of public employers to conform to that policy is as plain as that of private employers. It was also stated that the Joint Committee on Salaries and Wages had been authorized to advise whether particular adjustments were in accordance with the national stabilization policy.

It is presumed that public employers will continue to cooperate as they have in the past and will not make adjustments in wages or salaries which would be in contravention of the national stabilization policy as expressed in Executive Order 9250 of October 3, 1942, and Executive Order 9328 of April 8, 1943, and the Economic Stabilization Director's policy directive of May 12, 1943. Adjustments will continue to be deemed approved without the necessity of filing certificates for the information of the Board or the Commissioner, and adjustments will neither be approved nor disapproved by the National War Labor Board or the Commissioner of Internal Revenue.

The Joint Committee on Salaries and Wages will continue to advise, when requested, as to the national stabilization policy. However, it should be understood that reliable advice relating to the national stabilization policy may also be obtained from the Regional War Labor Boards and the regional offices of the Bureau of Internal Revenue, as well as from the Commissioner of Internal Revenue in Washington and the National War Labor Board.

Q. 1. Are Federal employees covered by this General Order?

A. No. But Federal employees whose salaries are fixed by statute are excluded from the wage stabilization programs.

Q. 2. Do adjustments in the wages of employees of an independent contractor of a State or municipality require approval?

A. Yes, unless the wages of such employees are fixed by statute.

Q. 3. Does General Order 12–B apply to municipal employees employed in municipally owned proprietory businesses such as power plants or public transportation facilities?

A. Yes. The Order applies to all city employees whether engaged in the general and ordinary functions of municipal government or in municipally owned and operated proprietory business.

Q. 4. Does General Order 12–B apply to employees of state universities or teachers' colleges?

A. Yes.

GENERAL ORDER NO. 13

(Adopted October 13, 1943)

General Order No. 13–A is hereby repealed. General Order No. 13 is hereby enacted as follows:

(*A*) Title III, Section 3 of Executive Order No. 9250 of October 3, 1942, provides: "The National War Labor Board shall permit . . . the Wage Adjustment Board for the Building Construction Industry . . . to continue to perform its functions . . . except insofar as any of them is inconsistent with the terms of this order." Pursuant thereto, the Wage Adjustment Board, constituted as hereinafter described, shall continue to perform the duty ascribed to it by Administrative Order No. 101, as amended, of the Secretary of Labor, and by the Wage Stabilization Agreement of May 22, 1942, between the Building and Construction Trades Department of the American Federation of Labor and several Government agencies, all in accordance with the further provisions of this order.

(*B*) The Wage Adjustment Board for the Building Construction Industry shall consist of nine members, of whom three shall represent labor; three shall represent industry, and three, including the chairman, shall represent the public.

(*C*) Applications for approval of revision of rates subject to the Wage Stabilization Agreement of May 22, 1942, which revision would otherwise require the approval of the National War Labor Board, shall be submitted for approval to the Wage Adjustment Board. In acting upon such applications, the Wage Adjustment Board shall be subject both to the provisions of the Wage Stabilization Agreement of May 22, 1942, and to the requirements of the national wage stabilization program, as set forth in paragraph F hereof.

(*D*) The Wage Adjustment Board for the Building Construction Industry shall, in addition to the powers set forth in paragraphs *A* and *C* hereof, have jurisdiction over labor disputes and voluntary wage or salary adjustments involving persons employed in the building construction industry (as hereinafter defined) who are not subject to the Wage Stabilization Agreement of May 22, 1942. The Wage Adjustment Board shall have power, subject to review by the National War Labor Board as provided in paragraph *K*, hereof (1) to hear and issue directive orders, in labor dispute cases, and (2) to make final rulings on voluntary wage and salary adjustments requiring the approval of the National War Labor Board.

(*E*) The jurisdiction of the Wage Adjustment Board hereunder shall, as heretofore, be limited to mechanics and laborers in the building and construction industry employed directly upon the site of the work.

(*F*) In the performance of its duties hereunder, the Wage Adjustment Board, in addition to all pertinent policies of the National War Labor Board and the Director of Economic Stabilization, heretofore or hereafter announced, shall conform to the following principles and to any modification thereof hereafter promulgated by the National War Labor Board:

1. ***General considerations.*** In acting upon revision of wage rates in dispute or voluntary cases, the Wage Adjustment Board is subject both to the provisions of the Wage Stabilization Agreement of May 22, 1942, and to the requirements of the national wage stabilization policy. Approvable adjustments in such rates must meet both sets of requirements.

2. ***Sound and tested rates.*** The provisions of the May 12, supplement to Executive Order No. 9328 with respect to "brackets of sound and tested going rates" are inapplicable to the Building Construction Industry.

3. ***Little Steel.*** The Little Steel formula, as heretofore defined by the National War Labor Board, shall be applied by the Wage Adjustment Board in the following manner:

(*a*) No employee or group of employees is entitled automatically to a Little Steel adjustment.

(*b*) Generally, employees enjoying relatively high rates of pay should receive a smaller percentage adjustment than those receiving lower rates of pay.

(*c*) In applying the Little Steel formula to the wage rates for a particular craft, some or all of the full 15% otherwise allowable should be withheld where allowance of the full amount would have an unstabilizing effect on wages in the industry or area. This limitation should be invoked when the wage rates of the employees involved are relatively high compared to the wage rates of other employees in related work, and when the formula is applied to individual occupational groups in the highest wage brackets.

(*d*) No adjustment may be made which is in excess of the amount allowable under the Little Steel formula notwithstanding that the final rate resulting is below an appropriate Davis-Bacon rate.

4. ***Substandards.*** The Wage Adjustment Board may approve adjustments which are "clearly necessary to correct substandards of living," in accordance with the provisions of Executive Order No. 9328 and the May 12 Supplement.

5. ***Critical Needs of War Production.*** In rare and unusual cases adjustments not permissible within the above principles, which are in the opinion of the Wage Adjustment Board, necessary to the critical needs of war production, shall be submitted through the National War Labor Board for the approval of the Economic Stabilization Director.

(*G*) In the handling of dispute cases, the Wage Adjustment Board shall comply with all appropriate provisions of the "Jurisdiction and Procedure of Regional War Labor Boards," of April 15, 1943, as amended, and with the "Rules for Conduct of Hearings Under the War Labor Disputes Act," and all other pertinent rules of procedure of the National War Labor Board that may be hereafter announced.

(*H*) In accordance with the requirements of Executive Orders No. 9250 and 9328 and the Supplement thereto of May 12, 1943, issued by the Director of Economic Stabilization, any wage or salary adjustment approved or ordered by the Wage Adjustment Board "which may furnish the basis either to increase price ceilings or to resist otherwise justifiable reductions in price ceilings," or, if no price ceilings are involved, which may increase the costs to the government of a product or service being furnished under a procurement contract, shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings and orders requiring this approval which are issued by the Wage Adjustment Board.

(*I*) All applications for the revision or adjustment of wage rates within the jurisdiction of the Wage Adjustment Board shall be filed directly with the Wage Adjustment Board, Washington, D. C. Requests for the revision of wage rates subject to the Wage Stabilization Agreement of May 22, 1942, which are presented by local labor organizations affiliated with the Building and Construction Trades Department of the American Federation of Labor, shall be filed only with the approval of the international or national labor organization, and shall be submitted through and approved by the Building and Construction Trades Department of the American Federation of Labor.

(*J*) (1) All applications for the voluntary adjustment or revision of wage rates shall contain, or the Wage Adjustment Board shall, before acting on the application, procure, a statement by the employer as to whether the adjustment or revision if approved (a) may furnish the basis to increase price ceilings or (b) may furnish the basis for an application by the employer for an increase to the government in the price of any product or service. If the statement is in the affirmative as to (a), the Wage Adjustment Board shall send to the Office of Price Administration a copy of the application and a copy of its ruling at the time of issuance thereof. If the statement is in the affirmative as to (b) and an adjustment of the type that requires the approval of the Economic Stabilization Director is approved by the Wage Adjustment Board, the Wage Adjustment Board shall send to the appropriate procurement agency of the government a copy of its ruling at the time of issuance thereof.

(2) In any wage dispute case where it appears that the wage adjustment recommended or ordered may furnish the basis to increase price ceilings, the Wage Adjustment Board shall send to the Office of Price Administration a copy of the recommendation of its panel or hearing officer at the time of its transmittal to the parties and of its directive order when issued. In any wage dispute case where it appears that the wage adjustment ordered may furnish the basis for an application by the employer for an increase to the government in the price of any product or service and the adjustment is of the type that requires the approval of the Economic Stabilization Director, the Wage Adjustment Board shall send to the appropriate procurement agency of the government a copy of its directive order when issued.

(3) In all cases where the approval of the Director of Economic Stabilization is required, the Wage Adjustment Board shall, after its ruling or order is issued, send the case to the National War Labor Board for transmittal to the Director of Economic Stabilization. The Wage Adjustment Board shall, upon being notified, advise the parties of the action taken by the Office of Price Administration or by the Director of Economic Stabilization.

(*K*) All rulings of the Wage Adjustment Board on wage and salary adjustments, and all directive orders of the Wage Adjustment Board in dispute cases, shall have the same effect, and be subject to the same provisions for stay and review by the National War Labor Board, as rulings and orders of the Regional War Labor Boards, as set forth in Section VII of the "Jurisdiction and Procedure of Regional War Labor Boards," as amended.

(*L*) The Wage Adjustment Board shall transmit regularly to the National War Labor Board copies of its decisions and rulings hereunder, which, when issued, shall be made available to the public, and such additional data and reports as the National War Labor Board may from time to time require.

Q. 1. A contractor in the building and construction industry accepts a job in an area where the wage rates which have been approved by the Wage Adjustment Board on an area-wide basis for the various crafts to be employed on the job are higher than the rates previously paid by the contractor on a job in another area. May he increase his wage rates to correspond to the approved rates without approval?

A. Yes.

Q. 2. A contractor taking a job in a new area has previously paid higher wage rates to his employees on a job in another area than the rates approved by the Wage Adjustment Board for the new area. Are the rates on the new job to be governed by his old rates or the rates approved by the Wage Adjustment Board?

A. The rates approved by the Wage Adjustment Board.

Q. 3. May a contractor in the building and construction industry, who establishes a new job classification, adopt the prevailing area rate for the new job classification without approval?

A. Yes, provided the rate is in line with his established rates for existing classifications as required by Paragraph (c), General Order No. 6.

GENERAL ORDER NO. 14

(Adopted November 24, 1942, Amended August 17, 1943)

(*A*) The National War Labor Board hereby delegates to the Secretary of War, to be exercised on his behalf by the Wage Administration Section within the Industrial Personnel Division, Headquarters, Army Service Forces (hereinafter referred to as the "War Department Agency"), the power to rule upon all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering civilian employees within the continental limits of the United States, employed by

(1) the War Department

(2) the Army Exchange Service, and

(3) government-owned, privately-operated facilities of the War Department all in accordance with the further provisions of this Order.

(*B*) There shall be a standing tripartite Appeals Committee, to consist of two representatives to be appointed by the War Department Agency and two representatives each of industry and labor to be appointed by the National War Labor Board. The Committee may have such assistants as the Board may designate. The Board hereby delegates to the Appeals Committee the power to pass upon appeals from rulings by the War Department Agency under category *A* (3) above, and to perform such other duties as are hereinafter prescribed.

(*C*) In the performance of their respective duties the War Department Agency and the Appeals Committee shall comply with the terms of Executive Order No. 9250, dated October 3, 1942, Executive Order No. 9328, dated April 8, 1943, the Supplementary Directive of May 12, 1943, and all general orders and policies of the National War Labor Board announced thereunder.

Any wage or salary adjustment approved by the Agency "which may increase production costs above the level prevailing in comparable plants or establishments" shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings and orders issued by the War Department Agency in wage cases.

Applications for approval of voluntary wage adjustments within the jurisdiction of the War Department Agency shall state whether or not the adjustment if granted may increase production costs above the level prevailing in comparable plants or establishments. If the answer is in the affirmative, the War Department Agency shall send to the War Labor Board for processing to the Office of the Director of Economic Stabilization a copy of the application and a copy of its ruling at the time of issuance thereof, for approval as mentioned above.

The War Department Agency, without making an initial ruling thereon, may refer to the Board for decision by the Board any case which in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(*D*) The War Department Agency and the Appeals Committee shall transmit to the Wage Stabilization Division of the National War Labor Board copies of their respective rulings and rules of procedure as they are issued. In administering the provisions of this order the Agency shall also transmit monthly reports of its rulings to the Wage Stabilization Director of the National War Labor Board, and such additional data as said Division or the Board from time to time deem necessary.

(*E*) Any ruling by the War Department Agency hereunder shall be final, subject

(1) to the National War Labor Board's ultimate power to review rulings on its own initiative, and

(2) in cases under category *A* (3) above, to the right of any aggrieved party, within a period of fourteen days after the issuance of the ruling, to file an appeal with the Appeals Committee.

(*F*) Any ruling by the Appeals Committee hereunder shall be final, subject

(1) to the National War Labor Board's ultimate power to review rulings on its own initiative, and

(2) to the right of any aggrieved party, including the War Department, within a period of fourteen days after the issuance of the ruling, to petition the National War Labor Board for leave to appeal to the Board. The burden shall be upon the petitioner in such cases to show why the Board should be called upon to act.

(*G*) Any ruling by the War Department Agency hereunder shall be deemed to be the Act of the National War Labor Board unless and until reversed or modified by the Appeals Committee or by the Board.

(*H*) The term "government-owned, privately-operated facilities of the War Department" shall include for the purposes of this Order only those facilities (1) in which the War Department has contractual responsibilitiy for the approval of pay roll costs, and (2) which are designated in lists furnished from time to time, to the Board by the War Department Agency. The Board may at any time, upon at least seven days notice to the War Department Agency, strike from the list any facility if the Board believes that the policies of Executive Order No. 9017, Executive Order No. 9250, Executive Order No. 9328 or the Supplementary Directive of May 12, 1943 will be furthered by the Board's acting directly upon the wage and salary adjustments of such facility.

(*I*) Where disputes about wages and salaries arise between the private operators of said facilities and their employees, the following procedure shall be followed. The dispute shall first be referred for negotiation to the U. S. Conciliation Service. If an agreement is reached, that portion of the agreement pertaining to wages shall be submitted to the War Department Agency for approval. If no agreement is reached, the dispute shall be referred for decision to the appropriate Regional Board, subject to the regular rules of procedure of the National War Labor Board. At the same time, the War Department Agency shall be notified of the dispute and the nature of the case. On its own initiative the Agency may request the Regional Board for any further information concerning the case. When a decision has been reached by the Regional Board, copies of the Board's decision shall be sent to the War Department Agency and the Wage Stabilization Director of the National War Labor Board at the same time that copies are sent to the parties in the dispute. Within the fourteen day period allowed for filing a petition for review, the War Department Agency may request a review of the case according to the rules of procedure, as amended, of the National War Labor Board.

Q. 1. What is a government-owned, privately-operated facility of the War Department?

A. The term is limited to those facilities which are designated in lists furnished from time to time to the Board by the War Department Agency.

Q. 2. If a contractor in a Government-owned, privately-operated facility of the War Department, desires to increase the rate of an employee but does not seek reimbursement from the War Department, does the adjustment nevertheless require approval?

A. Yes.

Q. 3. Are adjustments in wages and salaries of civilian employees of the War Department employed on vessels operating in transport, inter-coastal, and inter-island travel covered by this Order, or are such adjustments under the jurisdiction of the War Shipping Panel?

A. Such adjustments are covered by this order and are in the first instance under the jurisdiction of the War Department Wage Administration Agency.

GENERAL ORDER NO. 15

(Adopted November 24, 1942, Amended October 14, 1943)

Where under the provisions of a bona fide collective agreement there has been established an impartial chairman, umpire or arbitrator whose duties include the fixing of rates for new jobs, his decisions so rendered need not be submitted for approval to the National War Labor Board, provided that:

(1) The rate or rate range for each new job shall be fixed in an amount which is directly related to and in balance with the established rates or rate ranges of the other jobs covered by the agreement, and shall bear the same relations to rates or rate ranges for similar classifications in the area as the rates or rate ranges set forth in the agreement bear to comparable rates or rate ranges in the area.

(2) A bi-weekly report of rates so fixed shall be transmitted to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to establish the aforesaid relationship and balance.

(3) Such decisions shall be subject to the Board's ultimate power of review but any modification or reversal thereof will not be retroactive.

(4) The establishment of such rates should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

Q. 1. May wage increases to correct intra-plant inequalities awarded by an arbitrator be placed in effect without Board approval?

A. No. All wage adjustments awarded by an arbitrator require Board approval unless the adjustment is permissible under one of the General Orders. General Order No. 15 refers only to a rate for a new classification. (See also General Order No. 6, to same effect).

GENERAL ORDER NO. 16

(Adopted November 24, 1942, Amended January 3, 1944)

Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quantity of work performed, may be made without approval of the National War Labor Board, provided that:

(1) Such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive;

(2) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

Interpretation No. 1 to General Order 16

Wage adjustments required by State statutes which prohibit wage discrimination between the sexes are "adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations" within the meaning of General Order No. 16, and may be made without approval of the National War Labor Board.

Q. 1. Must wage adjustments required by State statutes to equalize rates paid to women workers be reported to the Board?

A. No.

Q. 2. If the character of the job has been changed in order to permit it to be performed by women, may the wage rate for the job also be changed without approval?

A. Yes. The new job constitutes a new classification and a rate may be set in accordance with General Order No. 6.

Q. 3. If only women have been assigned to a particular job in the past, may their rate be increased without approval to equal the rate paid for similar jobs performed by men in the area without approval?

A. No.

GENERAL ORDER NO. 17

(Adopted November 27, 1942)

(*a*) The National War Labor Board authorizes the Office of Price Administration in establishing area pay scales for its local board clerks to apply in each area the appropriate area pay scale set forth in the instructions contained in its Field Administrative Letter No. 7, Revised, Supplement Number 1; provided, however, that before any such pay scale is made effective it must be certified by the Regional Director of the National War Labor Board that the pay scale appropriate to the area has been properly chosen in accordance with the provisions of said instructions.

(*b*) Upon approval by the Regional Director the new rates shall apply to all new appointments, promotions, demotions, transfers, and replacements, but they shall not be applied to reduce the rates of pay of present employees in their present positions.

(*c*) The Office of Price Administration shall file with the Board's appropriate Regional Office copies of any proposed changes in area pay scales, and shall supply any other information or reports the Board may require.

(*d*) The Regional Director is hereby authorized to approve such proposed changes in area pay scales, when so filed, unless he finds them inconsistent with Executive Order 9250 and the policies and orders of the National War Labor Board. His action on such proposed changes shall be subject to the review provided in the Board's "Procedures in Cases of Voluntary Applications for Wage Adjustments by Private Employers."

GENERAL ORDER NO. 18

(Adopted December 2, 1942, Amended August 27, 1943, and August 26, 1944)

(*a*) The National War Labor Board hereby delegates to the Secretary of the Navy, to be exercised in his behalf by the Office of the Assistant Secretary of the Navy (hereinafter referred to as "the Navy Department Agency") power to rule upon all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board), covering civilian employees within the continental limits of the United States, Alaska, and the Territory of Hawaii, employed directly by the Navy Department (but excluding persons employed in government owned, privately operated facilities of the Navy Department), all in accordance with the further provisions of this order.

(*b*) In the performance of its duties hereunder the Navy Department Agency shall comply with the terms of Executive Order No. 9250, dated October 3, 1942, Executive Order No. 9328, dated April 8, 1943, the Supplementary Directive of May 12, 1943, and all General Orders and policies of the National War Labor Board, announced thereunder.

Any wage or salary adjustment approved by the Agency "which may increase the production costs above the level prevailing in comparable plants or establishments" shall become effective only if also approved by the Director of Economic Stabilization. Notice to this effect shall be contained in all rulings issued by the Navy Department Agency hereunder.

Applications for approval of voluntary wage adjustments within the jurisdiction of the Navy Department Agency shall state whether or not the adjustment if approved may increase the production costs above the level prevailing in comparable plants or establishments. If the answer is in the affirmative, the Navy Department Agency shall send to the National War Labor Board for processing to the Office of the Director of Economic Stabilization a copy of the application and a copy of its ruling at the time of issuance thereof, for approval as mentioned above.

The Navy Department Agency, without making an initial ruling thereon, may refer to the National War Labor Board for decision, any case which in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(*c*) The Navy Department Agency shall, so far as is practicable, utilize the information and date of the National War Labor Board or the several Regional War Labor Boards in the determination of area rates in accordance with the wage brackets established by the Regional War Labor Boards.

(*d*) The Navy Department Agency shall transmit to the Wage Stabilization Division of the National War Labor Board copies of its rulings and rules of procedure, if any, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(*e*) Any ruling by the Navy Department Agency or the Secretary of the Navy hereunder shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative.

(*f*) Any rulings by the Navy Department Agency or the Secretary of the Navy hereunder shall be deemed to be the Act of the National War Labor Board, unless and until reversed or modified by the Board. Any such order of reversal or modification shall allow a period of two-weeks from the date of the Board's order within which to comply with the order.

GENERAL ORDER NO. 19

(Adopted December 8, 1942, Amended July 23, 1943, January 2, 1945)

(*a*) The Board of Governors of the Federal Reserve System and any of the twelve Federal Reserve Banks, which proposes to make adjustments in the salaries or wages of their employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments or gross inequities, as permitted by the national wage and salary stabilization policy.

(*b*) A certificate by the official authorizing the adjustments, stating the nature and amount of such adjustment and briefly setting forth the facts meeting the foregoing requirement will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made pursuant hereto shall not be retroactive.

(*c*) In the case of adjustments made hereunder by any of the twelve Federal Reserve Banks, the certificate above mentioned shall, prior to transmittal to the Wage Stabilization Division of the National War Labor Board, be transmitted to and shall be subject to the approval of the Board of Governors of the Federal Reserve System.

(*d*) The certificate prescribed herein, together with four (4) copies thereof, shall be filed promptly with the Wage Stabilization Division of the National War Labor Board.

(*e*) The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the minimum non-inflationary going rates for similar occupational groups in the labor market area.

GENERAL ORDER NO. 20

(Adopted December 8, 1942, Amended July 23, 1943, January 2, 1945)

(*a*) The United States Employment Service, or any of its state administrative offices which proposes to make adjustments in the salaries or wages of its employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments or gross inequities, as permitted by the national wage and salary stabilization policy.

(*b*) A certificate by the appropriate official of the United States Employment Service stating the nature and amount of such adjustment, and briefly setting forth the facts meeting the foregoing requirement, will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made by the United States Employment Service or one of its state administrative offices acting pursuant hereto shall not be retroactive.

(*c*) The certificate prescribed herein, together with four copies thereof, shall be filed promptly with the Wage Stabilization Division of the National War Labor Board.

(*d*) The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the minimum non-inflationary going rates for similar occupational groups in the labor market area.

GENERAL ORDER NO. 21

(Adopted December 8, 1942)

(*a*) The National War Labor Board hereby delegates to the Secretary of the Interior, to be exercised on his behalf by the Special Adviser on Labor Relations to the Secretary of the Interior (hereinafter referred to as the Interior Department Agency), the power to approve or disapprove all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering employees of the Interior Department within the continental limits of the United States and Alaska whose wages or salaries are not fixed by statute, all in accordance with the further provisions of this order.

(*b*) In the performance of its duties hereunder the Interior Department Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942 and any other General Order or policy of the National War Labor Board heretofore or hereafter issued thereunder. The Interior Department Agency, without making an initial ruling thereon may refer to the Board, for decision by the Board, any case which in the opinion of the agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(*c*) The Interior Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(*d*) Any ruling by the Interior Department Agency hereunder shall be deemed to be the act of the National War Labor Board and shall be final subject to the National War Labor's ultimate power to review rulings on its own initiative, and to reverse or modify the same. Any such order of reversal or modification shall not be retroactive and shall allow the Interior Department Agency a period of two weeks from the date of the Board's order, within which to comply with the order.

(*e*) Nothing herein contained shall be construed as affecting the advisory duties and functions of the following Wage Boards heretofore constituted by the order of the Secretary of the Interior and any similar Boards so constituted in the future:

(1) Boulder Canyon Project Wage Board.
(2) Columbia Basin Project Wage Board.
(3) Central Valley Project Wage Board.
(4) Parker Dam Power Project Wage Board.
(5) Boulder City Experiment Station Wage Board.

GENERAL ORDER NO. 22

(Adopted December 8, 1942)

(*a*) No clause contained in any labor agreement, commonly known as an "escalator clause", relating to wages or salaries subject to the jurisdiction of the National War Labor Board, regardless of when the agreement was made, which provides for an adjustment in wage rates after October 3, 1942, or an adjustment in salary rates after October 27, 1942 because of changes in the cost of living, shall be enforced, where such adjustment would result in rates in excess of fifteen percent above the average straight time hourly rates or equivalent salary rates prevailing on January 1, 1941.

(*b*) Adjustments within the fifteen percent limit must be submitted for approval by the Board in the usual manner.

GENERAL ORDER NO. 23

(Adopted December 18, 1942, Amended May 14, 1943)

(*a*) The Territory of Alaska is hereby made a part of Region XII of the National War Labor Board. Approval of voluntary applications for wage and salary adjustments and dispute cases arising within the Territory of Alaska shall be processed as hereinafter provided.

(*b*) The Territorial Representative of the Wage and Hour and Public Contracts Division of the United States Department of Labor shall receive all requests for rulings and applications for approval of voluntary wage and salary adjustments insofar as such matters are within the jurisdiction of the National War Labor Board.

(*c*) There is hereby created within the Territory of Alaska a Branch Office of the Regional War Labor Board for Regian XII.

(*d*) There shall be appointed a Wage Stabilization Director within the Territory of Alaska, who shall exercise the same authority within the territory as that exercised by the Wage Stabilization Director in Region XII.

(*e*) There shall be appointed a Regional Attorney and Disputes Director within the Territory of Alaska, who shall exercise the same authority within the territory as that exercised by the Regional Attorney and Disputes Director in Region XII. As Disputes Director, he shall have authority to set up tripartite panels for hearings on dispute cases, the recommendations of the panels to be sent to the Twelfth Regional Board for approval or disapproval.

(*f*) Any ruling of the Regional War Labor Board, Region XII, shall be final, subject to the National War War Labor Board's ultimate power to review rulings on its own initiative. No action of the National War Labor Board with respect to rulings of said Regional War Labor Board shall be retroactive.

(*g*) Disputes arising in the Territory of Alaska shall, unless otherwise directed by the National War Labor Board, be referred to the Regional War Labor Board for Region XII.

(*h*) Jurisdiction and Procedure for Regional War Labor Boards shall be applicable to the Branch Office of the Regional War Labor Board for Region XII except that owing to difficulties of communication and transportation, time limitations may be relaxed in case of necessity.

GENERAL ORDER NO. 24

(Adopted December 17, 1942)

(*a*) The National War Labor Board hereby delegates to the Secretary of Agriculture, to be exercised on his behalf by the Director of Personnel of the Department of Agriculture (hereafter referred to as Agriculture Department Agency), the power to approve or disapprove all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering employees of the Department of Agriculture, and employees of instrumentalities of the Department of Agriculture, within the continental limits of the United States and Alaska whose wages and salaries are not fixed by statute, including

(1) Employees and members of Agricultural Conservation Committee.

(2) Employees under cooperative agreements.

(3) Employees of agencies under supervision of the Farm Credit Administration, and

(4) Persons engaged in the administration of marketing agreements, orders, and licenses

all in accordance with the further provisions of this order.

(*b*) In the performance of its duties hereunder, the Agriculture Department Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942 and any General Order or policy of the National War Labor Board heretofore or hereafter issued thereunder. The Agriculture Department Agency, without making an initial ruling thereon, may refer to the Board, for decision by the Board, any case which, in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(*c*) The Agriculture Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board monthly reports of its rulings, and copies of its rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(*d*) Any ruling by the Agriculture Department Agency hereunder shall be deemed to be the act of the National War Labor Board and shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative, and to reverse or modify the same. Any such order of reversal or modification shall not be retroactive and shall allow the Agriculture Department Agency a period of two weeks from the date of the Board's order, within which to comply with the order.

GENERAL ORDER NO. 25A

(Adopted January 27, 1943, Amended October 14, 1943)

General Order No. 25, adopted on December 22, 1942, is hereby revoked. In its place, the following order is adopted:

(*a*) The National War Labor Board in accordance with the further provisions of this Order hereby delegates to the Board of Directors of the Tennessee Valley Authority the power to approve or disapprove all applications for adjustments of wages and salaries (insofar as approval thereof has been made a function of the National War Labor Board) of employees of the Tennessee Valley Authority; also applications to equalize the wages and salaries of laborers and mechanics while actually employed by contractors in performing contracts with the Tennessee Valley Authority within paragraph 2 of section 3 of the Tennessee Valley Authority Act, as amended, with the wages and salaries of like employees of the Tennessee Valley Authority.

(*b*) In the performance of its duties hereunder, the Board of Directors of the Tennessee Valley Authority shall comply with Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the Supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all principles and policies of the National War Labor Board and the Director of Economic Stabilization heretofore or hereafter announced. In ruling on applications for adjustments of wages and salaries of laborers and mechanics employed by contractors, it shall approve them only if they fix the same wages and salaries for such employees as for the employees of the Tennessee Valley Authority performing like work. Disapproval of an application on the ground that it does not fix such equal wages and salaries shall not preclude applications through other channels of the National War Labor Board. The Board of Directors of the Tennessee Valley Authority, without making an initial ruling thereon, may refer to the National War Labor Board, for decision by the Board, any application which in its opinion presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(*c*) The Board of Directors of the Tennessee Valley Authority shall transmit to the Review and Research Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(*d*) Any ruling by the Board of Directors of the Tennessee Valley Authority hereunder shall be deemed the act of the National War Labor Board and shall be final subject to the National War Labor

Board's right to review rulings on its own motion and to reverse or modify the same. Any such reversal or modification shall not be retroactive and shall allow the Tennessee Valley Authority or the contractor, as the case may be, a period of two weeks for compliance.

GENERAL ORDER NO. 26

(As Amended January 12, 1944)

(*a*) Organizations established as nonprofit community chest funds, foundations, or cemetery companies, and organizations operated without profit and exclusively for religious, charitable, scientific, literary, or educational purposes, which have been exempted from the payment of income and social security taxes (including nonprofit organizations which maintain and operate hospitals), shall be exempt from the necessity of filing applications for approval of wage and salary adjustments of their employees within the jurisdiction of the National War Labor Board.

(*b*) Such organizations will, nevertheless, be expected to observe and abide by the national wage and salary stabilization policy in making any adjustments in the wages or salaries of their employees.

(*c*) The Regional War Labor Boards may recommend to the National War Labor Board such exceptions to the provisions of this Order as are necessary to effectuate the wage and salary stabilization policies of the National War Labor Board, which exceptions, if approved by the National War Labor Board, shall, unless otherwise specified, apply only within the territorial jurisdiction of the Regional Board making the recommendation.

Q. 1. Are labor unions, trade associations, or chambers of commerce covered by General Order No. 26?

A. No.

Q. 2. Does the exemption apply to all nonprofit hospitals which were covered by the original General Order No. 26?

A. Yes. These hospitals no longer are required to report their adjustments, and have been placed on the same basis as other nonprofit organizations.

Q. 3. Are persons employed in commercial properties owned by a nonprofit charitable organization, all of whose income is devoted exclusively to charitable or educational purposes, within the provisions of General Order No. 26?

A. Yes. No distinction is made between persons engaged directly in the charitable undertaking and persons employed in commercial enterprises operated by the organization if the income of such enterprise is devoted exclusively to charitable purposes.

GENERAL ORDER NO. 27

(Adopted January 23, 1943, Amended October 14, 1943)

(*a*) The National War Labor Board, in accordance with the further provisions of this order, hereby delegates to the Administrator of the

National Housing Agency, to be exercised on his behalf by the Commissioner of the Federal Public Housing Authority (hereafter referred to as the Housing Wage Agency), the power to approve or disapprove all applications for adjustments of wages and salaries (insofar as approval thereof has been made a function of the National War Labor Board) of employees whose wages and salaries are not fixed by statute that are employed within the continental United States and Alaska by

(1) Federal Public Housing Authority,
(2) Defense Homes Corporation, and
(3) Property Managers of Defense Homes Corporation Projects.

(*b*) In the performance of its duties hereunder the Housing Wage Agency shall comply with Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the Supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all principles and policies of the National War Labor Board and the Director of Economic Stabilization heretofore or hereafter announced. The Housing Wage Agency, without making an initial ruling thereon, may refer to the National War Labor Board, for decision by the Board, any application which in its opinion presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(*c*) The Housing Wage Agency shall transmit to the Review and Research Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(*d*) Any ruling by the Housing Wage Agency hereunder shall be deemed the act of the National War Labor Board and shall be final, subject to the National War Labor Board's right to review rulings on its own motion and to reverse or modify the same. Any such reversal or modification shall not be retroactive and shall allow the Commissioner of the Federal Public Housing Authority a period of two weeks for compliance.

GENERAL ORDER NO. 28

(Adopted February 2, 1943)

(*a*) The National War Labor Board hereby delegates to the Joint Committee on Printing power to make, or to rule on applications for, wage and salary adjustments with respect to employees in the Government Printing Office insofar as such adjustments are subject to the jurisdiction of the National War Labor Board.

GENERAL ORDER NO. 29

(Adopted February 18, 1943, Amended October 14, 1943)

(*a*) The National War Labor Board hereby delegates to the Director General of the Pan American Union the authority to approve adjustments in the wages and salaries of employees of the Pan American Union, insofar as approval thereof has been made a function of the National War Labor Board.

(*b*) In the performance of the authority delegated hereunder, the Director General of the Pan American Union shall comply with Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the Supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all principles and policies of the National War Labor Board and the Director of Economic Stabilization heretofore or hereafter announced.

GENERAL ORDER NO. 30

(Adopted February 18, 1943, Amended August 23, 1943, November 11, 1944)

In accordance with the provisions of Section 4 of Title II of Executive Order 9250, increases in wage or salary rates which do not bring such rates above 50 cents per hour may be made without the approval of the National War Labor Board. Increases above 40 cents per hour made hereunder may not, however, furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

Q. 1. Is the reasonable value of meals, board, or lodging to be included in determining the minimum wage rate of 50 cents an hour under General Order 30?

A. Yes.

Q. 2. May an employer raise the wage rates of employees to 50 cents per hour without computing and including the amount of the tips received by the employees?

A. Yes. In personal service occupations, where tips are received in varying amounts and at various times from persons other than the employer, such tips need not be included.

Q. 3. If a company has a piece-rate scale where half of the workers earn less than 50 cents per hour may the company adjust the rate without Board approval so that the normal worker will earn 50 cents per hour, even though the highly proficient worker will as a result earn more than 50 cents per hour?

A. Yes. However, piece work rate may not be adjusted without Board approval so that the least skilled employee will earn 50 cents per hour.

Q. 4. May an employer who has increased his wages under General Order No. 30 maintain the differential in inter-related jobs by increasing the wages of employees whose wages were above 50 cents an hour, without Board approval?

A. No.

Q. 5. Are wage increases made under the provisions of General Order No. 30 to be included in computing the 15 percent increase allowed under the "Little Steel" formula?

A. Yes.

GENERAL ORDER NO. 31

(Adopted May 26, 1943, Amended August 18, 1943)

The following regulations supplementary to General Orders 5, 6, and 9 relating to wage and salary schedules and to plans for making individual wage and salary adustments under such schedules are hereby adopted:

I. EMPLOYERS OF 30 OR FEWER EMPLOYEES

Without regard to the requirements of General Orders 5, 9, or 31 an employer of 30 or fewer employees may, without approval of the National War Labor Board, make individual increases in the wage or salary rates of his employees for particular jobs as a reward for improved quantity and/or quality of work or service, provided that

(*A*) The total of such increases to any individual employee (subject to National War Labor Board jurisdiction) shall not exceed 10 cents per straight-time hour during any year (beginning July 1, 1943), and the total amount expended on such increases during any such year shall not exceed an average of 5 cents per straight-time hour for all the employees in the establishment[1] whose wage or salary rates are subject to the jurisdiction of the National War Labor Board.

(*B*) Such increases shall not be made the basis of an application to the National War Labor Board for approval of increases to eliminate intraplant inequities.

(*C*) Such increases shall not result in the payment to any employee of a rate in excess of the highest rate paid by the employer between July 1, 1942, and June 30, 1943, for jobs of similar skill, duties, and responsibility.

(*D*) Such increases shall not result in any appreciable increase in the level of production costs and shall not furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices.

(*E*) Such increases shall not be made contrary to the terms of any collective bargaining agreement covering any or all of the employees of such employer.

Such employer is not precluded from applying to the National War Labor Board for approval of a schedule of making individual wage or salary adjustments, as provided below for employers of 31 or more employees.

II. EMPLOYERS OF 31 OR MORE EMPLOYEES

An employer of 31 or more employees may make individual increases in the wage or salary rates of his employees under General Orders 5 and 9 without National War Labor Board approval only under a schedule which conforms to the following standards.

In order to have a "schedule" within the meaning of General Orders 5 and 9, an employer must satisfy the following two requirements:

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[1] The term "establishment" as used throughout this General Order normally means a place of business of an employer. Such place of business may be a physically separate unit or a unit which is customarily distinguished for administrative purposes. An example of a physically separate establishment is a plant or a retail store. An example of an administratively separate establishment is a research laboratory or general office.

He must have (*a*) job classification wage or salary rates or rate ranges and (*b*) a plan for making individual adjustments within and between such wage or salary rates or rate ranges.

A. Job-classification Rates or Rate Ranges Properly in Existence Do Not Require Approval of the National War Labor Board

1. A job classification is a category of jobs or positions which are similar in nature and content and in required amount of knowledge, skill, experience, and responsibility. A job classification involves more than a mere descriptive title; the classification must be clearly defined and described. Where jobs differ as to knowledge, skill, experience, and responsibility, there should be different job classifications. (For example, typists, stenographers, and secretaries should each be considered separate job classifications because the respective work differs as to skill, content, and responsibility. These three categories may not be grouped together in one job classification.)

2. A job classification rate exists where an employer pays a single rate rather than a range of rates for a given job classification. Jobs remunerated on a piece-rate basis are normally considered to be in single-rate job classifications.

3. A job classification rate range exists where an employer pays, for a given job classification, a number of rates varying from a clearly designated minimum rate to clearly designated maximum rate.

(*a*) A mere descriptive job title and a poorly defined or extremely wide rate range is not a job classification rate range.

(*b*) The minimum and maximum rates are not necessarily the lowest and highest rates being paid at a given time for a particular job classification. For special reasons (e. g., lack of experience or superior ability) particular employees may be receiving less than the minimum or more than the maximum rate. Moreover, it may happen at a given time that no employee is receiving the actual minimum or maximum rate for a particular job classification.

4. Job classification rates or rate ranges properly in existence are those (as defined above) which were (*a*) in existence prior to October 3, 1942; or (*b*) those resulting from permitted or approved adjustments subsequent to that date; or (*c*) rates set for new jobs under either the former or the revised General Order No. 6. Improper adjustments of rates for job classifications or for individual employees are not a basis for determining a job classification rate or rate range.

B. A Plan Properly in Existence Does Not Require Approval of the National War Labor Board

1. A plan is an orderly, definite procedure or a group of procedures for making adjustments, within specified limits, in the wage or salary rates of individual employees (*a*) within particular job classifications and (*b*) when they move from one job classification to another.

Such a plan ordinarily includes (*a*) tests and procedures for determining whether employees are to be given individual rate adjustments; and (*b*) limits on the number of adjustments, the timing of adjustments, and the average or total amount of money to be granted in the adjustments over a given period of time. (It is not essential that a given plan include *all* the foregoing items.)

2. *A plan properly in existence* is one (as defined above) under which individual rate adjustments are made in conformity with the provisions of (*a*) a collective bargaining or other bona fide, established agreement which was in effect on June 30, 1943; or (*b*) written statements, minutes, or memoranda of the employer which were in existence and effect on or before June 30, 1943; or (*c*) a plan approved by the National War Labor Board or by any of its authorized agents or agencies; or (*d*) the plan outlined below.

C. Employers who have no plan properly in existence (as defined under (*a*), (*b*), or (*c*) of the paragraph immediately above) may adopt the following plan without obtaining approval from the National War Labor Board. Employers who wish to replace properly existent plans with the following plan may also do so without Board approval (but see Section III–A–5 below):

1. *Merit increases or automatic length-of-service increases.*—(*a*) *Merit increases* are individual wage or salary rate adjustments made as a reward for improved quantity and/or quality of work or service. *Automatic length-of-service increases* are individual adjustments usually made automatically at the end of specified periods of satisfactory service.

(*b*) Both such increases must be made only within job classification rate ranges (as defined above).

(*c*) The total of such increases to any individual employee (subject to National War Labor Board jurisdiction) shall not exceed, during any year (beginning July 1, 1943), 10 cents per straight-time hour or more than two-thirds of the difference between the appropriate minimum and maximum rates, which ever increase is greater, and the total amount expended on such increases during any such year shall not exceed an average of 5 cents per straight-time hour for all the employees in the establishment who are covered by the plan and whose wage or salary rates are subject to National War Labor Board jurisdiction.

2. *Promotions or reclassifications* involve individual adjustments which result from moving an employee into a different job classification. Promotions and reclassifications may be made between jobs which bear single rates as well as between jobs which bear rate ranges. When promoted or reclassified to a higher-rated job, an employee (subject to National War Labor Board jurisdiction) may receive a rate not in excess of 15 percent above his rate on his former job or the minimum rate for the new job, which ever is higher; provided, however, that where an employee has special ability and experience, he may be paid a rate within the appropriate range corresponding to such ability and experience; and provided further that a promoted or reclassified employee shall not receive a rate lower than the single rate or than the minimum of the rate range applicable to the job classification to which the employee has been promoted or reclassified. If, before the effective date of this amendment (September 7, 1944) an employer has had a plan properly in existence (as defined in this General Order) which provides for the payment to a promoted or reclassified employee of a rate lower than the single rate

or the minimum of the range during a probationary period, such provision may be continued in effect. (Amended September 7, 1944.

3. *Apprentice or trainee programs* involve individual rate adjustments resulting from improvement, over specified periods of time, in the productive abilities of apprentices or trainees who are employed under a bona-fide apprentice or trainee program as defined below. Under these programs, adjustments may be made with respect to jobs which bear single rates as well as with respect to jobs which bear rate ranges. Apprenticeship or trainee programs for a given job classification—with respect to length of apprenticeship or learner period; proportion of number of apprentices or learners to number of experienced workmen; and relation of apprentice or learner wage rate at various periods to the rate paid to experienced workmen—should conform to the standards set forth in a collective bargaining agreement or in the applicable regulations of federal or state agencies. The re-examination or modification of existing apprentice or trainee programs in the interests of greater production for the war effort is not precluded. Any change in existing apprentice or trainee programs, however, requires Board approval unless made in conformity with changes in the applicable regulations of federal or state agencies.

D. With respect to all schedules, (1) each job classification must be clearly distinguished and described; and (2) no appreciable increases in the level of production costs may result from individual rate adjustments, nor shall such adjustments furnish a basis either to increase prices or to resist otherwise justifiable reductions in prices; and (3) individual rate adjustments may not be made the basis for an application to the National War Labor Board for approval of wage or salary rate increases to eliminate intra-establishment.

E. Records.—Any employer who makes individual wage or salary rate adjustments pursuant to a schedule must hereafter keep available for a period of two years, records showing (1) for each job classification, (*a*) the rate or range of rates and (*b*) the description; (2) a statement of the plan of making adjustments within the rate ranges and between the rates or rate ranges; (3) the date when the schedule was established; (4) for each employee who received an adjustment, his name, the date hired, the date of and the reason for adjustment, the job classification, and the rate of pay before and after the adjustment. No particular order or form is prescribed for these records, provided that the information required is readily obtainable.

F. Restrictions on Hiring Employees at Rates in Excess of the Minimum Rate of the Properly Established Rate Range for a Given Job Classification (As Amended September 7, 1944)

1. Existing Establishments

An employer shall hire employees at the minimum of the properly established rate range for a given job classification; provided, however, that an employee who has special ability and experience may be hired at a rate within the range corresponding to such ability and experience. But an employer may not, within a given year (which shall be the same year as the one used by the employer in calculating the average amount of merit or length of service increases given under Section II–C–1 of this General Order), hire more than 25 percent of *all* the employees hired in his establishment for job classifications for which rate ranges have been established, at rates in excess of the minima of such rate ranges for such job classifications. In any establishment in which fewer than four employees are hired within the year, for such job classifications, one employee who has special ability and experience may be hired at a rate in excess of the minimum rate of the properly established rate range. If, before the effective date of this amendment, an employer has had a plan properly in existence (as defined in this General Order) which provides that some percentage of employees in excess of 25 percent may be hired at rates above the appropriate minimum rates, such provision may be continued in effect. All other employers are subject to the restrictions of this or the following subsection (II–F–1 or II–F–2).

2. New Establishments or New Departments in Existing Establishments

An employer shall hire employees at the minimum of the properly established rate range for a given job classification; provided, however, that an employee who has special ability and experience may be hired at a rate within the range corresponding to such ability and experience. But an employer may not within the first year of operation hire more than 50 percent of all the employees hired in his establishment, for job classifications for which rate ranges have been established, at rates in excess of the minima of such rate ranges for such job classifications. During all subsequent years of operation no more than 25 percent of all the employees hired in his establishment for such job classifications may be hired at rates in excess of the minima of such rate ranges for such job classifications. In any establishment in which fewer than four employees are hired within the year, for such job classifications, one employee who has special ability and experience may be hired at a rate in excess of the minimum rate of the properly established rate range.

3. Critical or Essential War Work.

(*a*) Whenever the War Manpower Commission certifies in writing to an agent of the National War Labor Board that a particular employer is (1) actually engaged in critical or essential war work, (2) observing all the rules and regulations of the War Manpower Commission, and (3) faced with a critical hiring problem due to the limitations of subsection 1 and 2 above, the agent of the Board shall authorize, within 5 days after the certification is received (provided the Board agent does not stay the effective date within the 5-day period) such employer to hire, without regard to such limitations, employees laid off or discharged from their last positions because of a cut-back or elimination of essential war work or employed in non-critical or non-essential work, as stated in the certificates of referral of the War Manpower Commission presented by such employees. Such employees shall not be included in computing the number of employees who may be hired at rates in excess of the minima of the rate ranges under subsections 1 and 2 above.

(*b*) Any employee hired in accordance with the provisions of this subsection 3 may be hired by the employer at any rate within the appropriate rate range for his job classification corresponding to his ability and experience; provided that, if the rate received by any such employee in his last position was below the minimum of the appropriate rate range of his new employer, he shall be hired at a rate no lower than the minimum rate of such rate range, and he shall not be hired at a rate above such minimum rate unless the hiring is made subject to the provisions of subsection 1 or 2 above.

(*c*) The Manpower Commission shall submit monthly to the Wage Stabilization Division of the Board agent a report of such hirings, which report shall include (1) name and address of hiring employer, (2) name of employee hired, (3) date of hiring, (4) nature of job for which hired, (5) rate range of job for which hired, (6) rate at which hired, (7) nature of job last performed, (8) rate received on job last performed, (9) name and address of last employer.

III. GUIDES FOR OBTAINING BOARD APPROVAL WHERE REQUIRED

A. All wage or salary rate schedules (as defined) which are not exempt from the requirement of Board approval (as stated above) must be submitted for approval to the appropriate Regional War Labor Board. In order that the making and the examination of such applications for approval may be facilitated, certain requirements are outlined below.

1. Proposed *rate ranges* (where it is desired to make individual merit or automatic length-of-service increases as well as promotions and reclassifications) should be set forth for each job classification involved.

2. Proposed *single rates* (where it is desired to make promotions or reclassifications but not to make merit increases or automatic length-of-service increases) should be set forth for each job classification involved.

3. Each *job classification* involved should be clearly distinguished and described.

4. So far as *plans* for making individual adjustments between rates or within and between rate ranges (either for existing establishments or for new establishments and departments) are concerned, a proposed plan should contain the following information with respect to one or more of the methods outlined below. The plan so submitted need not necessarily conform to the criteria of the plan set forth above which does not require Board approval.

(a) ***Merit increases:*** The average amount of increase to be given during any year for all employees covered by the plan; and the maximum amount (in cents per hour or in terms of the percentage of the difference between the minimum and maximum rates of the range) of the increase to be given during a given year to any employee.

(b) ***Automatic length-of-service increases:*** The average amount of increase to be given during any year for all employees covered by the plan; and the maximum amount (in cents per hour or in terms of the percentage of the difference between the minimum and maximum rates of the range) of the increase to be given during a given year to any employee.

(c) ***Promotions or reclassifications:*** The rate to be paid upon promotion or reclassification to a higher-rated job, whether the minimum rate called for by the new job or a rate in excess of such minimum; and if a rate in excess of the minimum called for by the new job is to be paid, the criteria that will determine the rate should be described (e. g., special skill and experience, other unusual qualifications, etc.).

(d) ***Apprentice or trainee systems:*** The conformity of the plan with the standards set forth in appropriate collective bargaining agreements or in appropriate regulations of federal or state agencies with respect to the following items: length of apprenticeship or learner period; proportion of number of apprentices or learners to number of experienced workmen in a given job classification; and relation of apprentice or learner rate at various periods to the rate paid experienced workmen.

The plan should also indicate the approximate percentage increase in payroll costs and in production (total) costs.

5. If there is a duly recognized or certified labor organization which is entitled to bargain on wage matters for any or all of the employees included in a proposed schedule or in a proposed change in an existing schedule, approval must be jointly requested, by the employer and such labor organization, or that part of the schedule which directly involves employees represented by such labor organization. Similarly, agreement with such labor organization must be obtained by the employer before he can adopt or change to the plan which does not require Board approval. If an agreement on any point cannot be reached, the parties may jointly submit the issues to the appropriate Regional War Labor Board for determination or may ask the Regional Board to refer the matter to the National War Labor Board for determination. Failing joint submission, the matter will be treated as a dispute case.

6. Where an application includes more than one establishment, it shall set forth separately a schedule for each establishment or for each group of similar establishments.

7. Companies having establishments in more than one Region may apply for approval of schedule, where approval is necessary, in each of the Regions where the establishments are located or in the Region in which is located the company office at which the schedules are determined. In the latter case, the Regional Board may, if it considers that the application warrants national consideration, refer it to the National War Labor Board.

B. Any employer who wishes to make a change in one or more provisions of his properly existent wage or salary rate schedules (except changes in conformity with the plan which may be adopted without Board approval) may obtain consideration of such proposed change from the appropriate Regional War Labor Board without the necessity of having his entire schedule approved or reapproved.

Interpretative Bulletin No. 1 For General Order No. 31

(Adopted October 8, 1943, Amended November 1, 1943)

Q. 1. Do the provisions of Section I, permitting employers of 30 or fewer employees to make individual adjustments in the wage or salary rates of employees "for improved quantity and/or quality of work or service", apply only to merit increases?

A. The section authorizes adjustment based upon length of service, as well as merit. The total of both types of adjustments must, however, meet the limitation set forth in Section I.

Q. 2. Do the provisions of Section I apply to adjustments based upon promotions or reclassifications?

A. No. Section I was designed for small employers who possess no separate job classifications, as defined in Section II, and who would therefore be limited to merit and length of service adjustments. If an employer of 30 or fewer employees possesses definite job classifications, as defined in Section II, the provisions of Section II referring to promotions or reclassifications control.

Q. 3. May employers of 30 or fewer employees who possess established schedules, or established rates or rate ranges, as defined in Section II, make adjustments in accordance with the provisions of Section II?

A. Yes. Section I is designed for the benefit of employers of 30 or fewer employees who possess no established schedules, or rates or rate ranges. Employers of 30 or fewer employees possessing established schedules, or established rates or rate ranges, may make adjustments, at their option, in accordance with Section I or II.

Q. 4. May an employer of 30 or fewer employees possessing an established schedule, including a plan properly in existence, as defined in Section II, avail himself of the provisions of Section I in making length of service and merit increases?

A. Yes.

Q. 5. As of what time shall the question of whether an employer has 30 or fewer employees be determined?

A. As of the time the adjustment is placed into effect.

Q. 6. Are employees not subject to the jurisdiction of the National War Labor Board to be included for the purpose of determining whether an employer has 30 or fewer employees?

A. Yes.

Q. 7. Does Section I apply to employers who own or operate more than one plant or unit in each of which they employ 30 or fewer employees, if the total number of all the employees exceeds 30?

A. No.

Q. 8. Does the rate referred to in Paragraph I–C, as existing between July 1, 1942, and June 30, 1943, above which adjustments may not be made, include rates which are established without Board approval, if approval was required?

A. No. The rate must have been (1) in existence on October 3, in the case of wages, or October 27, 1942, in the case of salaries, (2) approved by the National War Labor Board, or (3) properly established for a new job in accordance with General Order No. 6.

Q. 9. Do the terms "jobs of similar skill, duties, and responsibility" in Paragraph I–C permit the grouping of different job classifications?

A. No. The section refers to the highest rate paid within the rate range for the job classification for positions of similar skill, duties, and responsibilities.

Q. 10. Do the provisions of Section I–C apply to tool and die workers, for whom maximum rates of pay have been set by the Board?

A. No. On September 10, 1943, the National War Labor Board, by resolution, made Section I inapplicable to employers of tool and die workers.

Q. 11. May adjustments be made under Section I which are contrary to the terms of a collective bargaining agreement, if the parties to the agreement consent to the adjustments?

A. Yes.

Q. 12. Section II–A–3–a states that "a mere descriptive job title and a poorly defined or extremely wide rate range is not a job classification rate range." What spread for a range may be regarded as proper?

A. The spread between the minimum and maximum rates for each job classification should, wherever possible, conform to standards prevailing in the industry and area. Where such standards are not available, the determination of the spread is a matter of discretion, and the facts of each case should be considered controlling.

Q. 13. Does the requirement that job classification rate or rate ranges be in existence prior to October 3, 1942, as set forth in Section II–A–4, apply to salaries?

A. No. Salary rate or rate ranges are "properly in existence" if they were in existence on or before October 27, 1942.

Q. 14. Must a plan include all the criteria set forth in Section II–B–1? (Such criteria being, a limit on the number of permissible adjustments, and the average or total amount of the adjustments over a given period of time.)

A. No. But it must then be otherwise demonstrated that the plan represents an established method or procedure for making individual adjustments and was in existence on June 30, 1943.

Q. 15. May an employer apply part of the plan set forth in Section II–C?

A. Yes.

Q. 16. May an employer apply the plan to a part, but not all, of his operations?

A. Yes.

Q. 17. Does the reference to "written statements, minutes, or memoranda of the employer" in Section II–B–2 include pay roll records?

A. The reference to pay roll records has been eliminated because experience under the old General Order 31 indicated that it was scarcely ever possible to establish a plan from an examination of pay roll records. Since, however, it is not inconceivable that a plan may be established from pay roll records, it is impossible to rule them out. However, the pay roll records must clearly spell out a definite and orderly plan as defined in the amended order.

Q. 18. May one employee receive both merit and length of service increases under Section II–C–1?

A. Yes. However, the total of both increases must not exceed the amounts set forth in Subdivision (c).

Q. 19. Does the provision in paragraph II–C–1–c limiting individual increases mean than an employee's *basic hourly rate* may not be increased more than ten cents per straight time hour or more than two-thirds of the difference between the appropriate minimum and maximum rates?

A. Yes.

Q. 20. In the case of salary rate ranges expressed in terms of dollars per week or month, how may the ten-and-five rule be applied?

A. The hourly rate of the employee should be determined by dividing the salary by the basic number of hours to which it is intended to apply.

Q. 21. If an employer possesses an established plan for part of his employees, and adopts the Board plan for his remaining employees, are the employees not covered by the Board plan to be included in computing the amount of the increases permissible under the Board plan?

A. No.

Q. 22. If a company does not have a collective bargaining agreement, should a proposed apprentice or trainee plan include the proportion of number of apprentices to experienced workmen in a given job classification?

A. Yes.

Q. 23. Does the requirement that "except where there has been a substantial fluctuation in the number of employees, the proportionate distribution of employees within and among rate ranges must remain substantially the same from quarter year to quarter year" still apply?

A. No.

Q. 24. May employers who have prior to the issuance of the amended Order, adopted the plan permitted under the old Order, continue to operate under that plan?

A. Yes. Such a plan, if properly adopted, constitutes a plan "properly in existence," as referred to in Section II–B.

Interpretative Bulletin No. 2 to General Order No. 31

Interpretation of Section II–C–1–c

Section II–C–1–c of General Order No. 31 provides: "The total of such (merit and automatic length-of-service) increases to any individual employee (subject to National War Labor Board jurisdiction) shall not exceed, during any year (beginning July 1, 1943), 10 cents per straight-time hour or more than two-thirds of the difference between the appropriate minimum and maximum rates, whichever increase is greater and the total amount expended on such increases during any such year shall not exceed an average of 5 cents per straight-time hour for all the employees in the establishment who are covered by the plan and whose wage or salary rates are subject to National War Labor Board jurisdiction."

The practice of granting individual increases to employees for meritorius work or in accordance with their length of service is an established feature of the American wage structure. The National War Labor Board wishes employers to retain this flexibity of individual adjustments. The Board is determined, however, that this type of adjustment shall not circumvent the purposes of wage stabilization. If there were no limitations on the amounts of individual merit and length-of-service increases or no limitations on the frequency with which they could be made, individual adjustments could be used to obtain otherwise unapprovable wage rate increases.

Since General Order No. 31 was designed by the Board to allow flexibility in granting length of service and merit increases to *individual* employees, it is contrary to the spirit of this Order to make adjustments which amount to general increases to all employees or to major groups of employees. The Board has provided other mechanisms by which applications for general increases may be speedily processed. Thus, it would be contrary to the intent of this General Order for an employer to grant no individual merit increases for six months and then increase the wage rates of all employees by 10 cents during the second half of the year.

In Question and Answer #19 of Interpretative Bulletin No. 1 to General Order No. 31, it was indicated that the 10 cents or two-thirds-spread limitation was to be applied to the employee's basic hourly rate. Thus an employee may not, under the Order receive an increase of more than 10 cents per hour in his basic hourly rate or two-thirds of the difference between the minimum and maximum of his rate range, regardless of the period during the year in which the increase takes effect.

In the same manner, the five cents limitation is to be applied to the basic average straight-time hourly rate for the employees in the establishment covered by the plan. This basic average straight-time hourly rate may not be increased by more than five cents, regardless of the time when the adjustments take effect.

In other words, the Order does not permit the payment of an additional five cents for each man hour worked during the year, without regard to the time when the adjustments take effect. Hence, it does not permit the creation of a fund as such at the beginning of the year; representing five cents for each man hour to be worked during the year by the employees covered by the plan, to be distributed in increases during the course of the year. Such a method of calculation would obviously make the amount of the increase dependent upon the date when it is granted and conceivably might result in the full 10-cent increase to all employees covered by the plan, if no increases had been given until after the middle of the year.

Operations under Section II–C–1–c of General Order No. 31 require that an employer budget or control carefully all merit and length of service increases. Only by this device will an employer be able to determine that these merit and length of service increases have averaged no more than 5 cents per straight time hour.

In the process of applying this section of General Order No. 31, employers will encounter problems of interpretation that arise from the fact that their labor force may increase or decrease and that they will have turnover in personnel in a labor force even of constant size. Their scheduled operations per day or per week may be altered. As stated above, it is the intent of the Board that these changes in employment be not used to grant otherwise unapprovable increases. On the other hand, the Board also intends that such changes in personnel shall not prevent employers from making reasonable individual wage or salary rate adjustments within the limitations of the General Order.

The following methods have been approved by the Board, and one or the other may be adopted by an employer without further approval. If an employer wishes to adopt a significantly different method, approval will be required from the appropriate Regional War Labor Boards.

It should be noted that, whereas Method A may be used by relatively "large" employers who experience substantial labor turnover or substantial increases or decreases in employment, Method B is designed primarily for employers who have small, stable work forces and who desire a simple method of control.

METHOD A

Take the number of employees on the pay roll, subject to the jurisdiction of the National War Labor Board on July 1, 1943, or on the pay roll period ending closest to this date, and calculate the total cents per hour increase allowable for the year by multiplying the number of employees on July 1st by 5 cents per hour.

A ledger control should then be set up in which the opening or allowable increases should be entered. As increases are granted, the amount of the increase in cents per hour should be deducted from the allowable increase available for disbursement. As additional employees are hired, subject to the jurisdiction of the War Labor Board, the budget should be increased 5 cents for each individual added. As employees are exited, subject to the jurisdiction of the War Labor Board, the budget should be reduced 5 cents for each individual exited. However, any increases previously given to an employee should be restored to the budget when that employee is exited (see example below). As employees who have received an increase are promoted to a new job classification, the amount of wage increase in the former job classification should also be restored to the budget.

7–1–43	100 employees in establishment.		
	Budget=(100 employees×$0.05)		$5.00
8–1–43	Increase 8 employees $0.10 per hour and 2 employees $0.06 per hour.		
	8×$0.10=$0.80		
	2×$0.06=0.12	Minus	0.92
	Balance remaining for disbursement		4.08
10–20–43	Hired 10 additional employees.		
	10×$0.05=$0.50	Plus	.50
	Balance remaining for disbursement		4.58
11–1–43	Exited 3 employees increased $0.10 on 8–1–43.		
	3×$0.05=$0.15	Minus	.15
	Balance		4.43
	Restore increase previously granted.		
	3×$0.10=$0.30	Plus	.30
	Balance remaining for disbursement		4.73
1–1–44	Exited 10 employees who have received no increase.		
	10×$0.05=$0.50	Minus	.50
	Balance remaining for disbursement		4.23
4–9–44	Promoted one employee who received $0.10 increase 8–1–43 to new job classification at minimum rate for new job.		
	Restore unused increase.		
	1×$0.10=$0.10	Plus	.10
	Balance remaining for disbursement		4.33

And so on.

METHOD B

Employers shall be entitled to make merit or length of service increases averaging five cents during any year. From this figure of five cents shall be subtracted such increases as are made, allocated over the entire work force. When the five cents is used up, no further increases can be made until the next year. Total merit or length of service increases shall be calculated each month, then added and divided by the number of persons on the payroll at the beginning of the month.

For example:

During the first month:

3 received $0.05, total	$0. 15
2 received $0.10	0. 20
1 received $0.03	0. 03
	$0. 38

Number of employees on pay-roll at beginning of month, 100.

Average merit increase ($0.38÷100)	$0. 0038
Amount remaining ($0.05−$0.0038)	0. 0462

During the second month:

8 received $0.10, total	$0. 80
20 received $0.05	1. 00
	$1. 80

Number on payroll at beginning of month, 200.

Average merit increase ($1.80÷200)	$0. 009
Amount remaining ($0.0462−$0.009	0. 0372

And so on.

It should be noted that an employer is not permitted to give a merit increase or an automatic-length-of-service increase to any employee in an amount which will cause the wage or salary rate of the employee to exceed the maximum rate of the range for the employee's job classification.

Interpretative Bulletin No. 3 Under General Order No. 31

In response to the many requests for a clarification of Section II–F* of General Order No. 31, you are hereby notified of the following rules to be followed in applying this amendment:

(1) An employer may exceed at any one time during the year the 25 percent limitation of hiring above the minimum so long as the limitation has not been exceeded at the end of the accounting year. The Board has adopted the policy of being liberal in the starting date of the 25 percent limitation in view of the fact that many employers did not learn of the amendment until sometime after its promulgation.

(2) The 25 percent limitation does not apply to transfers from one plant or establishment to another of the *same* employer.

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*See Section II–F as amended September 7, 1944.

(3) An employee may be rehired by the same employer at the level at which he left, or if the range for his job has changed during his absence, at the minimum of the new range, which ever is higher, and such hiring shall not be charged against the 25 percent limitation.

(4) The following rules shall apply to hiring of temporary employees during special rush periods such as the Christmas rush:

(*a*) The rehiring rule outlined above in (3) shall apply to rehiring of old employees during such periods.

(*b*) Employees hired during such rush period who have not previously worked for that particular employer may be hired at a rate not in excess of the midpoint of the range without charging such hiring against the 25 percent limitation. Hirings above the midpoint are subject to the 25 percent limitation.

(5) The rules outlined under (4) above shall apply to the hiring of old and new employees for seasonal operations. For the purposes of this rule, the term "seasonal" is to be defined as provided in the regulations issued under the Fair Labor Standards Act:

"Section 526.3. *Industry to which the exemption is applicable.*—The exemption for an industry of a seasonal nature is applicable to an industry (*a*) which both:

(1) engages in the handling, extracting or processing of materials during a season or seasons occurring in a regularly, annually recurring part or parts of the year; and

(2) ceases production, apart from work such as maintenance, repair, clerical and sales work, in the remainder of the year because of the fact that, owing to climate or other natural conditions, the materials handled, extracted, or processed in the form in which such materials are handled, extracted, or processed are not available in the remainder of the year, or

(*b*) which both:

(1) engages in the packing or storing of agricultural commodities in their raw and natural state, and

(2) receives for packing or storing 50 percent or more of the annual volume in a period or periods amounting in the aggregate to not more than 14 work weeks."

(6) A company may reemploy ex-service men and women previously in their employ without regard to the 25 percent limitation.

(7) Employers of fewer than 30 employees are not bound by the 25 percent limitation unless they are operating under a plan established under Section II of General Order No. 31.

(8) In order to constitute "a plan properly in existence (as defined in this General Order) which provides that some percentage of employees in excess on 25 percent may be hired at rates above the appropriate minimum rates," the plan must show (*a*) a predetermined limitation on the percentage of hiring at rates above the appropriate minimum rates, or (*b*) objective criteria or standards for determining the rate that new employees should receive, the application of which criteria or standards results in limiting the number of employees hired at rates above the appropriate minimum rates. Such a plan may not be established merely by ascertaining from payroll records the number or percentage of employees hired above the minimum rate during a specified period in the past. To approve such a proposal would clearly be to defeat the purpose of the regulation.

Miscellaneous Questions Under General Orders No. 5, 9, and 31

Q. 1. If a piece rate is established on a probationary basis for short period of time, may it be increased or decreased without approval as soon as the normal rate of production has been determined?

A. Yes.

Q. 2. May differences in piece rates as between different plants of a corporation be modified or eliminated without the approval of the Board?

A. No.

Q. 3. Upon a change in the type of product manufactured, employees theretofore paid on a piece rate basis were converted to an hourly basis until time studies could be completed for the fixing of new piece rates. May the new piece rates be instituted without Board approval?

A. Yes, unless the rates involve an entire department or plant, in which event approval is required under General Order No. 6.

Q. 4. What is the meaning of the term "trainee system" in General Order Nos. 5, 9 and 31?

A. The term is intended to be synonymous with a learner system. In general, it should be regarded as being limited to the system under which a new employee is trained to perform the particular job for which he is hired. The meaning of the term "learner" is similar to the construction given this term under the Fair Labor Standards and Public Contract Acts.

Q. 5. If a company has an established wage rate schedule for which minimum and maximum rates were fixed for particular job classifications prior to October 3, 1942, must adjustments be confined to that rate range if the company advises that in isolated instances certain persons were employed at rates lower than the minimum and others were paid at rates higher than the maximum?

A. Isolated cases of deviations from the established rate range do not effect the existence of the range. No adjustment outside the established range may be made without Board approval.

Q. 6. May an employer without Board approval modify existing schedules by eliminating or increasing the first or minimum wage or salary rate?

A. No.

Q. 7. May an employer without Board approval decrease the time intervals for progressions in a rate schedule, thereby accelerating such progressions?

A. No.

Q. 8. A company has plants in different areas. The same job classifications exist at each plant, but the rate ranges vary. May the lowest and the highest rates prevailing in the plants be taken as establishing a single over-all rate range within which adjustments may be made without Board approval?

A. No.

Q. 9. If a company operating on a nation-wide basis transfers an employee from one of its plants to another in which the established rate for this job is higher, may he be paid the higher rate without Board approval?

A. Yes.

Q. 10. A firm has properly established job classifications with rate ranges. No employee within a certain job classification is receiving more than $1.00 per hour. However, the maximum rate fixed for the classification is $1.30 per hour. May the employer make adjustments within this classification on an individual basis up to $1.30 per hour?

A. Yes.

Q. 11. Where a collective bargaining agreement executed prior to October 3, 1942, provides for a lower rate for temporary than for permanent employees, may an employee who is transferred from a temporary to a permanent position be increased to the rate for the permanent position without the approval of the Board?

A. Yes.

Q. 12. If it has been the practice of a company to grant individual increases dependent upon the annual profits, must application be made for approval of such increases?

A. Yes.

Q. 13. May a reclassification to a lower paying job with accompanying change of duties he made without approval?

A. Yes.

Q. 14. If an employee on a specified job at a fixed wage rate is assigned to another job which calls for a lower rate, may he be paid at the wage rate of his former job if (*a*) there is a union contract so providing or (*b*) there is no such contract provision?

A. In the first instance the higher rate may be paid without approval since the union contract establishes a higher rate range for the job under these circumstances. If there is no such contract provision and no established custom, Board approval is required since the rate paid would be higher than the existing rate for the classification.

Q. 15. Does an arbitrator's or referee's determination, on the basis of a collective bargaining agreement setting forth job classifications, that an individual has not been properly classified and should be reclassified into another position and paid the corresponding rate therefor, require Board approval, even though it involves no change in the person's duties?

A. No.

Q. 16. Must adjustments permissible without Board approval under General Orders 5, 9 and 31, be reported to the Board at some later date?

A. No.

Q. 17. Where a salary rate schedule has been established whereby increases are granted to employees every three months, based on *length of service*, may the employer, in recognition of an employee's *ability*, increase his salary several steps within the agreed salary rate range prior to the expiration of the three months' period?

A. Yes, but only if the increase made as a result of individual merit is made in accordance with an established plan within the meaning of General Order 31. An increase based on *length of service* alone may not be made without Board approval before the expiration of the stipulated period.

Q. 18. May an employee, upon being promoted from the position of bookkeeper, in which he received a salary of $110 per month, to chief accountant, be paid, without Board approval, a rate less than $150 per month if the former chief accountant received $150 per month?

A. No, unless (1) an established rate range exists for the position of chief accountant in which the minimum of the range falls below $150. In the latter event the promoted employee may be paid the minimum or any other rate in the rate range corresponding to his skill and ability; or (2) the $150 rate was not the established job rate for the position, but was merely a personalized rate paid to the particular employee because of his length of service and experience. In that event a new rate may be set for the classification in accordance with the criteria set forth in paragraph (c) of General Order No. 6.

Q. 19. May a sales girl who was receiving a salary of $15 a week and who is promoted to the position of assistant manager, be paid a salary of $25 a week in her new position without approval, if prior thereto there had been no such position as that of assistant manager?

A. Yes, provided that the rate for the new job of assistant manager is fixed in accordance with the standards set forth in General Order No. 6.

Q. 20. If the salary for sales girls in an establishment varies from $10 to $17 per week, may this range be deemed to be a salary rate range within the meaning of General Order No. 9?

A. Yes, if the range meets the requirements of Paragraph II-A of General Order 31.

Q. 21. The only employee in a particular classification now receives $165 per month. The position is not described in the company's schedule but the company believes that the position should pay a rate ranging from $150 to $200. May the employee be granted a merit increase within that range without Board approval?

A. No. If such minimum and maximum rates have not been established under or meet the requirements of General Order No. 31, approval is required.

Q. 22. May the salary of an employee be increased without Board approval if he assumes all or part of the duties of another employee who has left and has not been replaced?

A. Yes, but only if the increase amounts to a promotion to an existing higher position, and General Order No. 31 is followed. If no such position exists the rate therefore should be set in accordance with the requirements of paragraph (c) of General Order No. 6.

Q. 23. May an employer change an employee's compensation from an hourly wage to a weekly salary without Board approval?

A. Yes, provided the total amount received for the same number of hours is not changed.

Q. 24. May an employer change an employee's compensation from a salary or hourly wage rate to a piece work basis without Board approval?

A. No, unless there is a properly established piece-work rate in effect for the operation.

Q. 25. What is the so-called "five-and-ten" plan that may be adopted without Board approval under General Order No. 31?

A. This phrase refers to the limitation of 10 cents per hour or ⅔ of the rate range on the amount of increase that may be given to an individual employee and to the 5 cents per hour average of merit and length-of-service increases given to all employees. (See Section II-C-1-(c).)

Q. 26. Must individual increases which do not bring wage rates above 50 cents per hour be included in applying the five-and-ten rule?

A. No.

Q. 27. May individual increases made in accordance with General Order No. 31 be granted in addition to general increases which have been made with Board approval?

A. Yes.

Q. 28. In applying the five-and-ten rule, may an employer establish a fund of 5 cents for every man-hour worked during the year, to be distributed in increases over the year?

A. No. Such a system, if permitted, would result in permission to an employer to grant larger individual increases at the end of the year than at the beginning of the year. The rule does not mean that an average increase of 5 cents for each man-hour is permitted, but that an average increase of 5 cents in the base pay of each worker is permitted.

Q. 29. May an employer, in applying the five-and-ten rule, use a method of computation other than that provided by the Board?

A. Not without Board approval. However, he is not limited to the five-and-ten rule if he has a plan of his own in existence which meets the requirements of a properly established plan under General Order No. 31.

Q. 30. May an employer establish a plan for individual increases which are permitted under General Order No. 31, on a departmental basis?

A. Yes, however, he may not consider each department a separate unit for the purpose of bringing himself under Section I.

Q. 31. A company has half of its employees on single rate jobs, and half on jobs for which there are rate ranges. In applying the five-and-ten rule for the purpose of making individual merit and length-of-service increases, may the single rate employees be included in determining the amount expendable?

A. No. Length-of-service and merit increases may be made only within rate ranges. The employees on the single rate jobs are not "covered by the plan" and are not to be included in applying the formula.

Q. 32. May a company employing a total of 50 employees grant merit increases to 25 of them at the same time?

A. Yes. Provided they are genuine individual merit or length-of-service increases. The fact that certain increases are given at the same time to a large number of the employees does not necessarily preclude their validity under General Order No. 31.

Q. 33. May an employer without Board approval rescind a merit increase he has granted under General Order No. 31?

A. No.

Q. 34. Is an employer limited to the year July 1 to June 30 in computing the total amount of increases under General Order No. 31?

A. No. The year may be measured by the calendar year, or the employer's fiscal year. An employee may not, however, change his year after it has been fixed, to avoid the limitation on the amount of the permissible increases.

Q. 35. May an employer withhold a promotional increase for a probationary period when an employee is promoted to a new classification.

A. Yes, provided that this practice is in accordance with a properly established plan.

Q. 36. Does an employer paying a single rate to experienced workers and a lower rate to learners in the same job classification thereby have a rate range?

A. No. The hiring of new employees who are inexperienced at a lower rate than the rate set for the job does not alone create a rate range.

Q. 37. Are automatic increases given to trainees or learners under an established or approved learner or trainee system, which bring these employees to the minimum for trained workers, to be included in computing the total amount of permissible increases for the skilled classification under the five-and-ten limitation?

A. No.

Q. 38. Is an increase resulting from a reclassification from trainee to the skilled classification to be included in applying the 5-cent-10-cent formula?

A. No.

Q. 39. Must the agreement of a duly recognized or certified labor union be obtained by an employer before he may adopt the Board plan for granting individual merit and length-of-service increases?

A. Yes. The agreement of the union must be obtained if it is entitled to bargain on wage matters.

Q. 40. If an employer has no established plan under General Order No. 31, may he promote an employee to a higher paying single rated position without Board approval?

A. Yes.

Q. 41. May an employee who is promoted or reclassified and who had received a 10-cent merit increase in his former position be granted another merit increase in his new position during the year?

A. Yes.

GENERAL ORDER NO. 32

(Adopted November 15, 1943)

(*a*) The National War Labor Board delegates to the Federal Deposit Insurance Corporation (hereafter referred to as the Corporation), to be exercised on its behalf by the Board of Directors of the Corporation, the authority to approve adjustments in the wages or salaries of the Employees of the Corporation, not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, all in accordance with the further provisions of this Order.

(*b*) In the exercise of its authority hereunder the Board of Directors of the Corporation shall comply with the terms of Executive Order 9250 dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the Supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all pertinent principles and policies of the National War Labor Board or of the Director of Economic Stabilization heretofore or hereafter announced.

(*c*) The Board of Directors of the Corporation, without making a ruling thereon, may refer to the National War Labor Board for decisions any case which in the opinion of the Board of Directors presents doubtful or disputed questions of sufficient seriousness or import to warrant action by the National War Labor Board.

(*d*) A certificate by the Secretary of the Corporation attesting to the approval of the adjustment, stating the nature and amount of the adjustment, and briefly setting forth the facts indicating that the adjustment meets the requirements of the wage stabilization program, as set forth above, will be accepted by the National War Labor Board as sufficient evidence of the propriety of the adjustment. All rulings of the Board of Directors hereunder shall be subject to review by the National War Labor Board on its own initiative, but the reversal or modification of any such ruling shall not be retroactive.

(*e*) The certificate described herein, together with four copies thereof, shall be filed promptly with the Wage Stabilization Division of the National War Labor Board, together with such additional data and reports as said Division or the national War Labor Board may from time to time require.

GENERAL ORDER NO. 33

(Adopted February 1, 1944)

(*a*) The National War Labor Board delegates to the War Relocation Authority to be exercised on its behalf by the Director of the War Relocation Authority, the authority to approve adjustments in the wages or salaries of the employees of the War Relocation Authority, not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, all in accordance with the further provisions of this Order.

(*b*) In the exercise of his authority hereunder the Director of the War Relocation Authority shall comply with the terms of Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the Supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all perinent principles and policies of the National War Labor Board or of the Director of Economic Stabilization heretofore or hereafter announced.

(*c*) The Director of the War Relocation Authority, without making a ruling thereon, may refer to the National War Labor Board for decision any case which in his opinion presents doubtful or disputed questions of sufficient seriousness or import to warrant action by the National War Labor Board.

(*d*) A certificate by the Director of the War Relocation Authority attesting to the approval of the adjustment, stating the nature and amount of the adjustment, and briefly setting forth the facts indicating that the adjustment meets the requirements of the wage stabilization program, as set forth above, will be accepted by the National War Labor Board as sufficient evidence of the propriety of the adjustment. All rulings of the Director hereunder shall be subject to review by the National War Labor Board on its own initiative, but the reversal or modification of any such ruling shall not be retroactive.

(*e*) The certificate described herein, together with four copies thereof, shall be filed promptly with the Wage Stabilization Division of the National War Labor Board, together with such additional data and reports as said Division or the National War Labor Board may from time to time require.

GENERAL ORDER NO. 34

(Adopted March 24, 1944)

(*a*) The National War Labor Board hereby delegates to the Secretary of Commerce the authority to approve adjustments in the wages or salaries of employees of the Department of Commerce, not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, all in accordance with the further provisions of this order.

(*b*) In the exercise of the authority delegated hereunder, the Secretary of Commerce shall comply with the terms of Executive Order 9250, dated October 3, 1942, as amended, Executive Order 9328, dated April 8, 1943, the Supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all pertinent principles and policies of the National War Labor Board or of the Director of Economic Stabilization heretofore or hereafter announced. The Secretary of Commerce shall, so far as is practicable, utilize the information and data of the National War Labor Board or of the several Regional War Labor Boards in the determination of area rates and applicable wage brackets.

(*c*) The Secretary of Commerce, without making a ruling thereon, may refer to the National War Labor Board for decision any case which in his opinion presents doubtful or disputed questions of sufficient seriousness or import to warrant action by the National War Labor Board.

(*d*) A certificate by the Secretary of Commerce attesting to the approval of the adjustment, stating the nature and amount of the adjustment, and briefly setting forth the facts indicating that the adjustment meets the requirements of the wage stabilization program as set forth above, will be accepted by the National War Labor Board as sufficient evidence of the propriety of the adjustment. All rulings of the Secretary hereunder shall be subject to review by the National War Labor Board on its own initiative, but the reversal or modification of any such ruling shall not be retroactive.

(*e*) The certificate described herein, together with four copies thereof, shall be filed promptly with the Wage Stabilization Division of the National War Labor Board, together with such additional data and reports as said Division or the National War Labor Board may from time to time require.

GENERAL ORDER NO. 35

(Adopted April 24, 1944)

(*a*) The National War Labor Board hereby delegates to the Federal Security Agency, to be exercised on its behalf by the Administrator of the Federal Security Agency, the authority to approve adjustments in the wages or salaries of the employees of the Federal Security Agency, not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, all in accordance with the further provisions of this Order.

(*b*) In the exercise of the authority delegated hereunder, the Administrator of the Federal Security Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942, Executive Order 9328, dated April 8, 1943, the Supplement thereto issued by the Director of Economic Stabilization on May 12, 1943, and all pertinent principles and policies of the National War Labor Board or of the Director of Economic Stabilization heretofore or hereafter announced.

(*c*) The Administrator of the Federal Security Agency, without making a ruling thereon, may refer to the National War Labor Board for decision any case which in his opinion presents doubtful or disputed questions of sufficient seriousness or import to warrant action by the National War Labor Board.

(*d*) A certificate by the Administrator of the Federal Security Agency attesting to the approval of the adjustment, stating the nature and amount of the adjustment, and briefly setting forth the facts indicating that the adjustment meets the requirements of the wage stabilization program, as set forth above, will be accepted by the National War Labor Board as sufficient evidence of the propriety of the adjustment. All rulings of the Administrator hereunder shall be subject to review by the National War Labor Board on its own initiative, but the reversal or modification of any such ruling shall not be retroactive.

(*e*) The certificate described herein, together with four copies thereof, shall be filed promptly with the Wage Stabilization Division of the National War Labor Board, together with such additional data and reports as said Division or the National War Labor Board may from time to time require.

GENERAL ORDER NO. 36

(Adopted June 6, 1944; Amended June 14, and July 18, 1944)

I. ORGANIZATION AND JURISDICTION

(*A*) There is hereby created within the Territory of Hawaii the Territorial War Labor Board for Hawaii, to consist of the following members to be appointed by the National War Labor Board: Representatives of Labor, two of whom are to be available for service with the Territorial Board at any given time; Representatives of Industry, two of whom are to be available for service with the Territorial Board at any given time; and Representatives of the Public, two of whom are to be available for service with the Territorial Board at any given time. There shall be two Co-chairmen and one or more Vice Chairmen, to be designated by the National War Labor Board from among the public representatives.

(*B*) The Territorial War Labor Board for Hawaii shall have jurisdiction over all labor disputes and voluntary wage and salary adjustments in Hawaii within the jurisdiction of the National War Labor

Board. It shall have power, subject to the same review by the National War Labor Board as other Regional War Labor Boards, to issue final orders and rulings in such cases.

(*C*) The Territorial War Labor Board for Hawaii shall comply with all pertinent provisions of the Rules of Organization and Procedure for the National War Labor Board, especially Part VI, entitled Jurisdiction and Procedure of Regional Boards; provided, however, that the Territorial War Labor Board for Hawaii may by unanimous vote of its members, make such modifications in its procedures as are deemed by it to be necessary for its efficient administration. Such action shall be promptly reported to the National War Labor Board and shall be subject to the National War Labor Board's ultimate power of review.

(*D*) In acting hereunder on wage or salary adjustments, the Territorial War Labor Board for Hawaii shall comply with the terms of Executive Order 9250, dated October 3, 1942. Executive Order 9328, dated April 8, 1943, the Supplementary Directive of May 12, 1943, and all other Executive Orders and Regulations issued thereunder. The Territorial War Labor Board may make such recommendations as to appropriate policies to govern wage and salary adjustments as are adapted to the special circumstances obtaining in the Territory. Such recommendations shall be consistent with the Act of October 2, 1942. They shall be submitted for consideration of the National War Labor Board which will transmit to the Director of Economic Stabilization those recommendations deemed by it advisable and necessary.

II. WAGE AND SALARY ADJUSTMENTS WHICH MAY BE MADE EFFECTIVE WITHOUT APPROVAL OF REGIONAL WAR LABOR BOARD FOR HAWAII

(*A*) Adjustments in the wage and salary rates of individual employees as a result of (1) individual merit increases, (2) individual increases based upon length of service, (3) operation of an apprentice or trainee system, (4) individual promotions or reclassifications, (5) increased productivity under piece work or incentive plans; provided, however, that with respect to increases made under sub-divisions (1), (2), and (3) of this section the total of such increases to any individual employee (subject to National War Labor Board jurisdiction) shall not exceed 10 cents per straight time hour during any year, and such increases during any such year shall not exceed an average of 5 cents per straight time hour for all the employees (subject to National War Labor Board jurisdiction) in the establishment.

(*B*) Increases in wage and salary rates made in compliance with any minimum wage statute or with any minimum wage order of the duly constituted authorities of the Territory of Hawaii.

(*C*) Adjustments in the wage and salary rates of governmental employees of the Territory of Hawaii. It is expected, however, that the authorities of the Territory of Hawaii will observe and abide by the same stabilization policies as are made applicable generally in the Territory.

(*D*) Establishment of a wage or salary rate or range of rates for a job classification not theretofore established for the plant involved, the rate or rate range so established to bear the same relation to rates or rate ranges for similar classifications in the area as the existing rates in the plant bear to comparable rates or rate ranges in the area, provided however, that rates for new establishments or new departments within existing establishments must be submitted for approval.

(*E*) The payment to employees, whose wage or salary increases are subject to the jurisdiction of the National War Labor Board, of a bonus, fee, gift, commission or other form of compensation customarily paid to such employees in the past provided that:

(1) If in a fixed amount, the total amount so paid to an employee during the current bonus year does not exceed the total so paid to an employee for like work during the preceding bonus year, or

(2) If computed on a percentage, incentive or other similar basis, the rate and the method of computation are not changed in the current bonus year so as to yield a greater amount than that in the preceding bonus year, but a greater amount when resulting from the same rate and method of computation may be paid.

(*F*) No General Order heretofore or hereafter issued by the National War Labor Board shall be applicable to the Territory of Hawaii unless expressly extended thereto by action of the National War Labor Board or Territorial War Labor Board for Hawaii; provided, however, that the Territorial War Labor Board for Hawaii may in case of small total wage and salary increases, modify the provisions of paragraphs (*D*) through (*E*) above, or adopt and apply to the Territory any of the General Orders of the National War Labor Board or parts thereof and issue such amendments thereto as it may in its discretion deem necessary for the effective administration of its duties hereunder. Such action shall be promptly reported to the National War Labor Board and shall be subject to the National War Labor Board's ultimate power of review but any modification or reversal thereof shall not be retroactive.

GENERAL ORDER NO. 37

(Adopted August 3, 1944)

The National War Labor Board hereby supplements General Order No. 36 by delegating to the Secretary of War, or to such agency as he may designate, subject to final review by the National War Labor Board, the authority to establish wage or salary schedules for civilian employees of the War Department in the various government-owned, government-operated installations located in the Territory of Hawaii, in accordance with the provisions of the Act of Congress of October 2, 1942, Executive Order 9250 dated October 3, 1942, Executive Order 9328 dated April 8, 1943, the Supplementary Directive of May 12, 1943 and all other Executive Orders and Regulations issued thereunder, subject to the following limitations:

(*a*) The June 6, 1944 level of wage and salary rates prevailing in army installations in the Territory of Hawaii shall be maintained in accordance with the directions subsequently set forth in this Order.

(*b*) Exclusive of the Hawaiian Air Depot, the approval of any wage or salary schedules resulting from job reclassifications shall not cause an overall increase in the job rates as weighted by the number of employees in each job classification in all the establishments to which that schedule is applied, to exceed five percent.

(*c*) Wage rates to be established through job reclassifications for the Hawaiian Air Depot shall be in conformity with the schedules for other War Department installations established in the Territory.

(*d*) The rates for any new classifications subsequently created in any war Department installation shall bear the proper relationship to the rates for immediately interrelated job classifications in that installation.

GENERAL ORDER NO. 38

(Adopted October 23, 1944)

(*a*) Except as noted in paragraph (*b*) hereof, the institution of a new incentive wage or piece rate, the extension of an established incentive wage or piece rate to departments not covered by existing wage incentive or piece rate plans, and the change or modification of an established incentive wage or piece rate require the approval of the National War Labor Board. An established incentive wage or piece rate is a rate which was in existence on or prior to October 3, 1942, or has been approved by the National War Labor Board since that date, or which was placed in effect without the approval of the Board pursuant to General Order No. 6.

(*b*) The approval of the National War Labor Board is not required:

(1) Where the rate is changed to reflect a change in method, product, tools, material, design, or production conditions. Such a change in rate must maintain the established relationship between earnings and effort, so that equivalent earnings will be paid for equivalent effort. The failure to make such a change constitutes an unauthorized wage increase or decrease.

(2) Where a new production item is placed on an incentive wage or piece rate basis in those parts of a plant where an established incentive wage or piece rate plan is in operation, provided that the principles of the plan which is in operation are applied to the new item. In establishing incentive wage or piece rates for new producton items, equivalent occupational earnings must be maintained for equivalent effort. Ordinarily this result is accomplished by the maintenance of established rate setting practices based on engineering principles.

(*c*) If an incentive wage or piece rate which is set without Board approval as provided in paragraph (*b*) hereof is found to have been inaccurately determined, such rates must be immediately adjusted to bring it into conformity with the principles outlined in this order.

(*d*) Employers who make wage adjustments without Board approval shall maintain adequate records indicating that the adjustments were made in accordance with the principles outlined in this order. If the new rates established without the approval of the National War Labor Board under paragraph (b) hereof result in increases or decreases in average hourly earnings of the affected employees the employer must be prepared to show that such increases or decreases are the result of increased or decreased levels of performance.

(*e*) The provisions of this General Order supersede the provisions of General Orders Nos. 5, 6, 9, and 31 to the extent that such Orders may relate to the institution, change or modification of incentive wage and piece rates.

GENERAL ORDER NO. 39

(Adopted January 30, 1945)

(*a*) The National War Labor Board hereby delegates to the Director of Selective Service the authority to approve adjustments in the wages and salaries of the employees of the Selective Service System not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, in accordance with the further provisions of this Order.

(*b*) In the exercise of the authority delegated hereunder, the Director of Selective Service shall comply with the terms of Executive Order 9250, dated October 3, 1942; Executive Order 9328, dated April 8, 1943; the supplement thereto issued by the Director of Economic Stabilization, dated May 12, 1943; and all pertinent principles and policies of the National War Labor Board, or of the Director of Economic Stabilization heretofore or hereafter announced.

(*c*) The Director of Selective Service, without making a ruling thereon, may refer to the National War Labor Board for decision any case which, in his opinion, presents a doubtful or disputed question of sufficient seriousness or import to warrant action by the National War Labor Board.

(*d*) Any ruling by the Director of Selective Service hereunder shall be deemed to be the act of the National War Labor Board and shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative, and to reverse or modify the same. However, any such reversal or modification shall not be retroactive.

(*e*) The Director of Selective Service shall transmit to the Wage Stabilization Division of the National War Labor Board copies of his rulings and rules of procedure, if any, as they are issued, and such additional data and reports as said division, or the Board, may, from time to time deem necessary.

Miscellaneous Questions

Q. 1. Is the jurisdiction of the National War Labor Board over adjustments in a salary rate affected by the fact that overtime pay may increase the salary to more than $5,000 a year?

A. No. The jurisdiction of the National War Labor Board is based on the straight time weekly or monthly rate which, if paid over a period of 52 weeks, would not exceed $5,000 a year.

Q. 2. If a non-executive, non-administrative and non-professional employee is being paid at a rate less than $5,000 a year, and it is proposed to increase his salary to more than $5,000 per year, does the National War Labor Board have jurisdiction?

A. Yes.

Q. 3. Is a municipal ordinance a "statute" within the meaning of Section 4000.18 of the Regulations of the Director of Economic Stabilization as amended August 28, 1943, exempting wages fixed by statute from the wage stabilization program?

A. No. For the purposes of the Director's Regulations the word "statute" has been restricted to an act of a state legislature or of Congress. See, however, General Order 12–B which exempts non-federal governmental bodies from the necessity of filing applications for approval of wage or salary adjustments.

Q. 4. Does the granting or extension of a vacation with pay require Board approval?

A. Yes. Executive Order 9250 and the Regulations of the Director of Economic Stabilization define salaries and wages as including "all forms of direct or indirect compensation." A vacation with pay is therefore considered part of an employee's wage or salary.

Q. 5. May equivalent wages be paid in lieu of a vacation without Board approval?

A. Yes, but the payment must be limited to the employee's straight time compensation.

Q. 6. Where a collective bargaining agreement, or an employee's custom or practice, provides for a vacation of one week, may an employee whose workweek has been increased from 40 to 48 hours receive vacation pay covering the increased workweek without Board approval?

A. Yes, at straight-time pay for the number of hours in the increased workweek.

Q. 7. Are sick leave plans subject to Board approval?

A. Yes.

Q. 8. Does an employer who supplies board and lodging to his employees require Board approval to increase his expenditures for such services to meet the increased cost of food, rent, etc?

A. No.

Q. 9. Where a labor union has negotiated a contract with an employer's association, which association does not represent all of the employers in the area, but represents a majority of them, and the Board has approved the wage rates set forth in the contract, is the approval of the Board required for the subsequent application of the wage rates set forth in the contract to an employer not represented in the prior negotiations?

A. Yes.

Q. 10. Where the custom and practice in an esablishment has been for employees to be paid overtime compensation for all hours in excess of 48 hours per week, and to receive a pro-rata reduction in their weekly salaries in the event they work less than 48 hours per week, may the payment of such additional compensation, and the decreases in salaries, be continued without the approval of the Board?

A. Yes.

Q. 11 An employer plans to start a night shift and to pay employees on that shift a 10-percent differential. May the differential be paid without the approval of the Board?

A. No.

Q. 12. Where an employer grants his employees per diem allowances to cover expenses for traveling, may adjustments be made without Board approval in such allowances to cover the increased cost of traveling?

A. Yes.

Q. 13. Is approval required before a company may increase the wages of certain non-production employees in accordance with the "Little Steel" formula, if increases have been given to production employees within the limitations of the formula?

A. Yes.

Q 14. May a bonus or cash prize be given to an employee who has discovered short cuts to increase production, perfected an invention, or otherwise accomplished some work in addition to his regular duties?

A. Yes, if such a bonus is awarded in good faith and is not a substitute for increasing wages, and bears a reasonable relation to the value of the service rendered.

Q. 15. Does a decrease in wages or salary within the jurisdiction of the Board which does not bring the rate below the highest salary paid to the particular employee for the particular type of work between January 1, 1942, and September 15, 1942, require Board approval?

A. Yes.

Q. 16. If a salesman has been compensated on a basis of a percentage of his sales, is an increase or decrease in his earnings, resulting from a fluctuation in his sales volume subject to Board approval?

A. No.

Q. 17. If the earnings of a salesman who is paid on a commission basis have decreased because of a decrease in total sales, may he be paid a bonus or additional compensation without Board approval to make up the decrease?

A. No.

Q. 18. Is an employee who is paid $1.00 per hour, but who is guaranteed certain weekly earnings, a wage or salaried employee?

A. He is a wage employee since his compensation is computed on an hourly basis, notwithstanding the fact that he receives a guarantee on a weekly basis.

Q. 19. If an employee paid on a weekly basis works overtime and receives overtime pay based on an hourly rate, determined by dividing his weekly pay by the number of hours worked, is he a wage or salaried employee?

A. He is a salaried employee because his compensation is computed on a weekly basis although his overtime must be computed on an hourly basis.

Q. 20. Section 4001.1 Subdivision h (2) of the Regulations of the Director of Economic Stabilization provides that wages and salaries shall not be deemed to include premiums paid by an employer for insurance on the life of an employee if the premiums do not exceed 5 percent of the employee's annual salary or wage payments. What type of life insurance policy is permissible without approval under this Section?

A. The ordinary straight or whole life insurance policy. Premiums on endowment life insurance policies, single premium life insurance policies, fixed payment life insurance policies, and other similar insurance policies, constitute wages or salaries.

Q. 21. Under Section 4001.1 of the Regulations of the Director of Economic Stabilization, may an employer purchase life insurance, without Board approval, for one or a few of his employees, or must he purshase insurance for all of his employees?

A. He may purchase life insurance for one, or a few, or all of his employees, but the premiums must be limited to 5 percent or less of the employee's wages or salary.

Q. 22. May an employer commence to pay the premiums on an existing life insurance policy of an employee without approval?

A. No. The section is limited to new policies taken out by the employer.

Q. 23. Are premiums on group hospitalization policies which cover both the employee and his dependents considered wages and salaries?

A. No.

Q. 24. What type of profit sharing trusts may be instituted without Board approval?

A. Profit sharing trusts or plans providing for distribution of benefits upon death, disability, retirement (at a suitable age) or sickness of an employee do not require Board approval if the plan or trust meets the requirements of Section 165 (a) of the Internal Revenue Code.

Q. 25. May a company which has received Board approval for a 5¢ increase in five designated job classifications, institute such increase only in four classifications?

A. In the absence of any indication by the company that the increase was to be placed into effect for less than all the designated classifications, the employer must grant the increase to all classifications or to none at all.

Q. 26. Is an employer required to put into effect a voluntary adjustment approved by the Board?

A. No, but he may not put into effect any increase less than the approved amount.

Q. 27. Where a wage or salary adjustment is approved by the Board on a retroactive basis and some employees have severed their employment between the date of approval and the effective date of the adjustment, is the employer required to make the retroactive payments to all of these employees?

A. No. Unless the non-payment is contrary to the terms of a collective bargaining agreement.

Q. 28. Are increases to non-agricultural employees, employees in seasonal industries subject to Board approval?

A. Yes.

Q. 29. Do wage adjustments of employees of a business operated by a liquidating trust in bankruptcy, a receiver in proceedings under the Chandler act, or a state court receiver require approval?

A. Yes.

Q. 30. May an employee who has been discharged from the armed forces be restored to his previous position and be paid without Board approval a rate which reflects all increases granted during his absence to which he would have been entitled had he been continuously employed?

A. Yes.

Q. 31. May an employer without Board approval pay to a qualified new or promoted employee a wage or salary rate lower than the established rate of minimum of the rate range for the job classification for which he is employed?

A. No. Such a practice constitutes a decrease in wages requiring Board approval.

Q. 32. May an employee, without Board approval, be hired for a probationary or trial period at a wage or salary rate below the properly established rate for the job for which he is employed?

A. No, unless such a procedure is in accord with the employer's past custom and practice.

Q. 33. Is an adjustment in the compensation of a salesman who is paid a salary of less than $5,000 a year, but who receives commissions which bring his total earnings above $5,000 per year, within the jurisdiction of the War Labor Board or the Commissioner of Internal Revenue?

A. Such an adjustment is under the jurisdiction of the War Labor Board.

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A D V A N C E   R E L E A S E   A D V A N C E   R E L E A S E

NATIONAL WAR LABOR BOARD

B-1836 B
General Order 30

Substand wage increases to 55¢

DIVISION OF PUBLIC INFORMATION
PRESS RELEASE

For Release in Afternoon Papers
Of Friday, May 25, 1945
Radio: 7 A.M., Friday.

Cleared and Released Thru
The Facilities of the
Office of War Information

Employers who wish to raise wage rates to a point not in excess of 55 cents an hour may do so without the necessity of obtaining approval of the National War Labor Board, it was announced by the Board today.

The raising of the limit from 50 cents to 55 cents is in effect only a change in procedure, since the Board has been approving voluntary adjustments up to a rate of 55 cents an hour when the necessary application was filed.

The change was brought about through a revision of the Board's General Order No. 30, which also was amended so as to stipulate that increases between 50 cents and 55 cents an hour may not "furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings." Previously this restriction was applied to increases above 40 cents an hour.

Approval of the Board must still be obtained for proposed adjustments in rates above 50 cents for which price relief will be sought or which will be used to resist otherwise justified reductions in price ceilings, as well as for adjustments above 55 cents an hour which may be deemed necessary because of the adjustments up to 55 cents made without Board approval.

The revised text of General Order No. 30 is attached as prepared for publication in the Federal Register.

6820
6-9-45

Bagwell

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

803.30 General Order No. 30 . . . . .

The National War Labor Board has amended General Order No. 30 to read as follows:

"803.30 Increases in Wage or Salary Rates Below 55 cents per Hour.

In accordance with the provisions of Section 4 of Title II of Executive Order 9250, increases in wage or salary rates which do not bring such rates above 55¢ per hour, may be made without the approval of the National War Labor Board. Increases above 50¢ per hour made hereunder may not, however, furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

Theodore W. Kheel
Executive Director

(Approved 5/23/1945)

NATIONAL WAR LABOR BOARD

B-1836C
Substandards

Tapering Rates at or above 55¢

DIVISION OF PUBLIC INFORMATION
PRESS RELEASE

For Release In Morning Papers
Of Thursday, June 14, 1945
Radio: 7 p.m. Wednesday

Cleared and Released Thru
The Facilities of The
Office of War Information

The National War Labor Board today announced the following replies to two questions received from its Regional Boards on the tapering of rates at or above 55 cents an hour. This rate had been recently set by the Board as the substandard rate up to which an employer may make increases without approval of the Board. However, Board approval is necessary for proposed adjustments in rate above 50 cents for which price relief will be sought or which will be used to resist otherwise justified reductions in price ceilings, as well as for adjustments above 55 cents an hour which may be deemed necessary because of the adjustments up to 55 cents made without Board approval.

Question No. 1

Where in a particular case rates below 55 cents are raised to 55 cents on basis of substandard minimum, what is the National Board's position on tapering rates of interrelated classifications at or above 55 cents where to do so would raise such rates above sound and tested rate for those classifications?

Answer

Tapered adjustments for interrelated job classifications at or above 55 cents may be approved even if such adjustments bring rates for such jobs above appropriate bracket minima. (see (1))

Question No. 2

What guides does the National Board recommend be followed on the question of tapering rates above 55 cents when rates below that level are raised on the basis of substandard principle?

Answer

You should follow the same tapering principles now that you followed (to 55¢) when substandard rate was 50 cents; this means that the zero taper point may be 5 cents higher now than it used to be and that a substantial proportion of employees should be below substandard rates before tapering is approved.

6875
6/13/45

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Official Action Taken by WLB'S Regional Boards and Commissions

Source: Wage and Hour Reporter, Vol. 8, No. 28, July 9, 1945, page 699

Regional Board V:

Wage Adjustments

Statement of Regional War Labor Board V (Cleveland) on tapering of wage rates due to adjustments to the substandard minimum, adopted unanimously on June 20, 1945.

In his directive of May 12, 1943 (1943 WH Manual 517), the Director of Economic Stabilization stated in part:

> "In connection with the approval of wage adjustments necessary to eliminate substandards of living * * * the Board may approve wage or salary adjustments for workers in immediately interrelated job classifications to the extent required to keep the minimum differentials between immediately interrelated job classifications necessary for the maintenance of productive efficiency."

The Fifth Regional War Labor Board recognizes that in certain instances where adjustments are made in wage rates to bring them up to the substandard minimum, it may be appropriate to apply successively smaller adjustments to successively higher wage rates above the substandard minimum to immediately interrelated job classifications in order to preserve minimum differentials necessary for the maintenance of productive efficiency. It is recognized that, whether jobs are in fact immediately interrelated, must be determined on the basis of the job content and the traditional relationship between rates for the jobs in the plant in question rather than on the basis of the closeness of the rates paid. In general, immediately interrelated jobs will involve people working in close proximity in a sequence of operations of graduated skill.

The application of this tapering principle precludes the granting of a flat cents-per-hour increase across the board on the basis of substandards in a plant where rates range from a point below the substandard minimum to a point substantially above such a minimum. Before tapering is approved, it is also required that substantial proportions of the employees be receiving rates below the substandard level.

Because the relationship among job rates differs radically among plants within an industry and among industries, it is impossible to lay down any specific method of tapering adjustments which would be applicable in all cases. However, it is the intention of the Regional Board to follow the general proposition that, in applying tapered adjustments to closely interrelated classifications, rates of 85 cents or above will not be affected.

NATIONAL WAR LABOR BOARD
DIVISION OF PUBLIC INFORMATION

The following revisions to National War Labor Board General Orders have been made since this booklet went to press.

Subsequent revisions will be issued quarterly in the form of printed supplements. The quaterly supplements will be available from the Office of the Superintendant of Documents, Government Printing Office, Washington 25, D. C.

General Order No. 4

(d) . . . .

The National War Labor Board, under this paragraph, has approved the following exception to the exemption provided for in paragraph (a) of this Order:

> (48) The cigar manufacturing industry located in the Tampa, Hillsboro County, Florida area. (Approved February 2, 1945).

General Order No. 14

Authorization to the War Department to Pass on Wage and Salary Adjustments for Designated and Civilian Employees.

. . . .

(b) There shall be a standing tripartite Appeals Committee, to consist of two representatives of the public, who shall act as Co-Chairman, and two representatives each of industry and labor, to be appointed by the National War Labor Board. The Committee may have such assistants as the Board may designate. The Board hereby delegates to the Appeals Committee the power to pass upon appeals from rulings by the War Department Agency under category (a) (3) above, and to perform such other duties as are hereinafter prescribed. (Adopted February 12, 1945)

General Order No. 10

Payment of Bonuses, Gifts and Commissions:

(a) . . . .
(b) . . . .
(c) . . . .
(d) The provisions of this Order shall not apply to the payment of year-end bonuses by security underwriting, distributing, and brokerage companies. All such companies may pay year-end bonuses without the approval of the National War Labor Board in an amount not to exceed 6% of aggregate annual payroll of all employees of the company under jurisdiction of the National War Labor Board. The total bonus amount determined under this method must be distributed equitably and in such a manner as to avoid the creation of any intra-company inequities. Establishments that made payments totaling less than the 6% for the bonus years 1943 and 1944 may increase the payments made for those years up to 6% of aggregate annual payroll for those respective years without Board approval. For the purposes of this section, bonus year means the year during which the bonus was earned and not the year in which the bonus is paid.

For such companies, bonus payments of more than 6% must be submitted to the Board for approval regardless of the past practice of the company or Form 1 and Form 10 rulings previously issued by the National War Labor Board or its agents.

3749
3-15-45

Companies filing Form 10 applications under the preceding paragraph must submit their applications to the Regional Office of the War Labor Board if the firm has no branches outside the region; and to the National Wage Stabilization Director in Washington if the firm has one or more branches outside the region in which it is located. (Approved February 19, 1945)

The following interpretations have been issued on General Order No. 30:

I. Rate Ranges

A. Any adjustment of a rate range which brings any part thereof above 50 cents per hour requires Board approval.

B. If the minimum of a rate range is below 50 cents and the maximum of the range is above 50 cents per hour, the minimum may be raised to any point up to and including 50 cents per hour without Board approval. Any adjustment in the maximum rate requires Board approval.

C. If both the minimum and the maximum of a rate range are below 50 cents per hour, both the minimum and the maximum may be raised to any point up to and including 50 cents per hour.

II. Relation to General Order No. 31

A. An employer who has the minima of one or more of his job classification rate ranges below 50 cents per hour may adjust the rates of individual employees to any point within such rate ranges up to and including 50 cents without Board approval and without offsetting such adjustments against the 5 and 10 cent allowances provided in Sections I-A and II-C of General Order No. 31.

B. An employer who has the minima of one or more of his job classification rate ranges below 50 cents per hour may hire new employees at rates up to and including 50 cents without regard to the 25 per cent hiring limitation of Section II-F of General Order No. 31.

III. Retroactivity

Increases made under General Order 30 may not be made retroactive to a date earlier than November 11, 1944 (the effective date of General Order 30) without the prior approval of the War Labor Board.

WAGE BOARD REVISES POLICY ON NEW JOBS

5/28/46

Special to THE NEW YORK TIMES.

WASHINGTON, May 27—The Wage Stabilization Board revised today its policies governing approval of wage rates for new jobs, departments and plants.

The board authorized employers to set up new jobs and new departments in existing establishments without filing applications "if the new rates are set on the basis of previously existing rate-setting practices so that equivalent rates are paid for jobs of equivalent job content and proper rate relationships are maintained between related job classifications."

Before payments in new plants are made, however, the wage schedules must be submitted to the board for determination whether they are above or below the standards.

In acting on applications for approval of wage schedules in new plants and new jobs in existing plants which are not otherwise pre-approved, the board adopted the following policy:

"Such rates will be authorized as not constituting wage decreases and will be approved for purposes of price relief and increased costs to the United States Government if: :

"(1) They are based on rates based on comparable occupations in the local labor market area involved; or (2) they are based on

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TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAGE STABILIZATION BOARD

Part 803 - General Orders

- Advance approval of certain wage increases under Executive

hich conform with any of the provisions of this general order
to be approved by the National Wage Stabilization Board and by
bilization Director without the necessity for applying for
ecific approval of such increases:

age or salary increase which does not result in an hourly
ve 65 cents per hour.

Any change heretofore or hereafter made in an incentive
rate to reflect a change in method, product, tools, material,
uction conditions; provided that such change maintains the
lationship between earnings and effort, so that equivalent
be paid for equivalent effort.

The institution at any time of an incentive wage or piece rate
uction item in those parts of a plant where an established
or piece rate plan was in operation prior to February 14, 1946
proved thereafter, provided that the principles of the plan which
n are applied to the new item. In establishing incentive
rates for new production items, equivalent occupational earnings
ained for equivalent effort.

(c) Any individual wage or salary increase or bonus payment made at any time in accordance with a schedule or plan providing for the making of merit increases, progression increases, or increases based upon length of service, or for bonus payments, if such schedule or plan was in effect prior to February 14, 1946 or has been approved thereafter.

[illegible]

(d) Any wage increase to eliminate or correct intraplant inequities made at any time in accordance with a job evaluation plan established prior to February 14, 1946 or approved thereafter. Any individual increases so made shall not serve as a basis for subsequent approval of any other wage increases for the purpose of eliminating intra-plant inequities."

Approved by the National Wage Stabilization Board and the Director of Economic Stabilization March 20, 1946.

WAGE BOARD REVISES POLICY ON NEW JOBS

5/28/46

Special to THE NEW YORK TIMES.

WASHINGTON, May 27 — The Wage Stabilization Board revised today its policies governing approval of wage rates for new jobs, departments and plants.

The board authorized employers to set up new jobs and new departments in existing establishments without filing applications "if the new rates are set on the basis of previously existing rate-setting practices so that equivalent rates are paid for jobs of equivalent job content and proper rate relationships are maintained between related job classifications."

Before payments in new plants are made, however, the wage schedules must be submitted to the board for determination whether they are above or below the standards.

In acting on applications for approval of wage schedules in new plants and new jobs in existing plants which are not otherwise pre-approved, the board adopted the following policy:

"Such rates will be authorized as not constituting wage decreases and will be approved for purposes of price relief and increased costs to the United States Government if: :

"(1) They are based on rates based on comparable occupations in the local labor market area involved; or (2) they are based on wage rate practices previously established in other plants operated by the applicant, or (3) where neither (1) nor (2) is applicable, they are based on rates paid for comparable occupations in other plants in the industry involved."

TITLE 29 - LABOR
CHAPTER VI - NATIONAL WAGE STABILIZATION BOARD

Part 803 - General Orders

- Advance approval of certain wage increases under Executive

ch conform with any of the provisions of this general order
bbeapproved by the National Wage Stabilization Board and by
lization Director without the necessity for applying for
cific approval of such increases:

e or salary increase which does not result in an hourly
65 cents per hour.

y change heretofore or hereafter made in an incentive
e to reflect a change in method, product, tools, material,
tion conditions; provided that such change maintains the
ionship between earnings and effort, so that equivalent
paid for equivalent effort.

e institution at any time of an incentive wage or piece rate
ion item in those parts of a plant where an established
piece rate plan was in operation prior to February 14, 1946
ved thereafter, provided that the principles of the plan which
re applied to the new item. In establishing incentive
es for new production items, equivalent occupational earnings
for equivalent effort.

vidual wage or salary increase or bonus payment made at any
e with a schedule or plan providing for the making of merit
sion increases, or increases based upon length of service,
ents, if such schedule or plan was in effect prior to February 14,
1946 or has been approved thereafter.

(d) Any wage increase to eliminate or correct intraplant inequities made at any time in accordance with a job evaluation plan established prior to February 14, 1946 or approved thereafter. Any individual increases so made shall not serve as a basis for subsequent approval of any other wage increases for the purpose of eliminating intra-plant inequities."

Covers eq pay

Approved by the National Wage Stabilization Board and the Director of Economic Stabilization March 20, 1946.

TITLE 29 - LABOR
CHAPTER VI - NATIONAL WAGE STABILIZATION BOARD

Part 803 - General Orders

Section 803.43 - - Advance approval of certain wage increases under Executive Order 9697.
Wage increases which conform with any of the provisions of this general order shall be deemed to be approved by the National Wage Stabilization Board and by the Economic Stabilization Director without the necessity for applying for and obtaining specific approval of such increases:

(a) Any wage or salary increase which does not result in an hourly rate of pay above 65 cents per hour.

(b) (1) Any change heretofore or hereafter made in an incentive wage or piece rate to reflect a change in method, product, tools, material, design, or production conditions; provided that such change maintains the established relationship between earnings and effort, so that equivalent earnings will be paid for equivalent effort.

(2) The institution at any time of an incentive wage or piece rate for a new production item in those parts of a plant where an established incentive wage or piece rate plan was in operation prior to February 14, 1946 or has been approved thereafter, provided that the principles of the plan which is in operation are applied to the new item. In establishing incentive wage or piece rates for new production items, equivalent occupational earnings must be maintained for equivalent effort.

(c) Any individual wage or salary increase or bonus payment made at any time in accordance with a schedule or plan providing for the making of merit increases, progression increases, or increases based upon length of service, or for bonus payments, if such schedule or plan was in effect prior to February 14, 1946 or has been approved thereafter.

Covers eq. pay

(d) Any wage increase to eliminate or correct intraplant inequities made at any time in accordance with a job evaluation plan established prior to February 14, 1946 or approved thereafter. Any individual increases so made shall not serve as a basis for subsequent approval of any other wage increases for the purpose of eliminating intra-plant inequities."

Approved by the National Wage Stabilization Board and the Director of Economic Stabilization March 20, 1946.

IMMEDIATE RELEASE IMMEDIATE RELEASE

NATIONAL WAR LABOR BOARD

DIVISION OF PUBLIC INFORMATION
PRESS RELEASE

B-2038
Freidin Appointment
Executive Order 9535

For Release In Papers
Of Monday, April 9, 1945

Cleared and Released Thru
The Facilities of the
Office of War Information

The appointment by the President of Jesse Freidin, general counsel of the National War Labor Board, as a public member of the Board was announced today.

Mr. Freidin's appointment fills a vacancy in the number of public members on the Board created by the departure of Chairman William H. Davis on March 9 to become Director of the Office of Economic Stabilization. It followed issuance by the President of Executive Order No. 9535 on April 4, in which it was provided that instead of four regular members, with four alternates, there should be eight regular public members.

Mr. Freidin will continue to act as general counsel until a successor is appointed.

He has been general counsel since January, 1944, when he was appointed to succeed Lloyd K. Garrison, now NWLB Vice Chairman. He came to the War Labor Board as principal mediation officer in May, 1942, becoming assistant general counsel in October, 1942, and associate general counsel in May, 1943.

A graduate of Rutgers University and of the Harvard Law School, Mr. Freidin was counsel to former Lieut.-Gov. Charles Poletti of New York. He also served as law secretary to Mr. Poletti when the latter was State Supreme Court Justice of New York and delegate-at-large to the New York State Constitutional Convention of 1938.

Mr. Freidin practiced law in New York City from 1941 until he came with the Board, and during that time acted as special counsel to the New York State Power Authority.

Since January, 1944, when alternate public members were first appointed, the Board has been meeting, and will continue to meet, in at least two tripartite divisions, with not more than four public, four industry and four labor members acting on any one matter.

Public members of the Board are: Chairman George W. Taylor, Lloyd K. Garrison, vice-chairman; Dr. Frank P. Graham, Lewis M. Gill, Dexter M. Keezer, Nathan P. Feinsinger, Edwin E. Witte and Mr. Freidin. Messrs. Gill, Keezer, Feinsinger and Witte have been alternate members.

Executive Order No. 9535 is attached.

6551
4-9-45

EXECUTIVE ORDER NO. 9535

- - - - -

PUBLIC MEMBERS OF THE NATIONAL WAR LABOR BOARD

By virtue of the authority vested in me by the Constitution and the statutes of the United States, it is hereby ordered as follows:

1. Executive Order No. 9017 of January 12, 1942, establishing the National War Labor Board, is amended by increasing the number of public members of the said Board from four to eight. Not more than four of such members shall vote on any one matter.

2. Executive Order No. 9038 of January 24, 1942, providing for the appointment of associate members of the National War Labor Board, and Executive Order No. 9395-A of November 20, 1943, providing for the appointment of alternate public members of the said Board, are hereby revoked.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE,
April 4, 1945.

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WLB Policy
re Wage Increases

Bagnall

NATIONAL WAR LABOR BOARD
222 West Adams Street
Chicago, Illinois
Region VI

December 1, 1943

USE OF "STABILIZED RATES"

The attached rates, established in accordance with the May 12, 1943 Directive Order of the Economic Stabilization Director, are the tentative determinations of the Sixth Regional War Labor Board of the minimum sound and tested going rates for the labor market area, industry, and key job classifications named. These rates are subject to revision by the Board on its own initiative in the light of further experience and further data. Suggestions for revision of the rates, accompanied by sound and representative data, are welcomed by the Board.

These rates are used by the Board as guides in making its decisions in voluntary or disputes cases involving wage adjustments. Cases are decided by the Board on a case by case basis; each case is decided on its own merits in the light of the national wage stabilization policy.

In general, the attached rates represent the highest rates which the Board will approve upon application. Rates equal to or in excess of the rates here set forth are in most instances not subject to increase. The "stabilized rate" is the highest rate which the Board generally will approve for concerns who pay single, flat rates; the "stabilized range" similarly is the highest range which the Board will approve for firms paying a range of rates for the corresponding job classification.

In deciding each case on its own merits, the Board may approve lower or higher rates than those attached. In particular, the Board will deviate from these rates where the work content of a job classification departs from that underlying the appropriate "stabilized rate". Applicants, therefore, are strongly urged to supplement applications with their job descriptions setting forth clearly the work content of the job classification involved.

The Board in particular cases may allow higher rates than those here set forth, where such higher rates are justified:

(1) on the basis of the "Little Steel" formula, (Maladj)
Maladj. Intra plant inequities (2) as minimum rates necessary to correct inequities in the rates for interrelated job classifications,
Gross Ineq. (3) in rare and unusual cases as minimum rates required in the interests of vital war production.
(4) To correct substandards of living—

In order to avoid confusion concerning the use of "stabilized rates," the Board has answered in "question and answer" form some of the questions most frequently asked.

Question: No. 1	May rates below the attached stabilized rates and ranges be increased to these rates without the approval of the Board?
Answer:	No. Board approval is required in all cases except those specifically exempted under the Board's General Orders.

Use of Stabilized Rates (Continued)

Question: No. 2	Must rates below the attached rates be increased to these rates?
Answer:	No. These rates are not compulsory. They are used by the Board in deciding voluntary or disputed wage adjustments. They do not constitute nor have the effect of a minimum wage law.
Question: No. 3	Must rates above these rates be reduced to these rates?
Answer:	No. In general, however, such rates are not subject to increase.
Question: No. 4	Are these the only rates which the Board will set for the labor markets and industries here shown?
Answer:	No. The Board from time to time will revise the rates here attached and will add to the list of job classifications. However, the Board will determine rates only for key classifications.

OFFICE OF WAR INFORMATION

NATIONAL WAR LABOR BOARD

For release in A.M. papers
Friday, August 27, 1943 B 927

George W. Taylor, vice chairman of the National War Labor Board, today issued the following statement:

Average factory wage rates were increased by the War Labor Board less than 1¢ an hour during the first eight months of the wage stabilization program.

From October, 1942, when Congress directed that wage levels should be stabilized, to May, 1943, Board actions have increased the price of factory work less than one-tenth of 1¢ a month. The price of work is the straight-time hourly rate paid to the same man for the same job. The extent to which the Board has carried out the mandate of Congress is evidenced by the fact that the monthly rate of increase in the price of factory work since last October has been brought down to approximately one-fifth of what it was from January, 1941, to October, 1942, when the Stabilization Act was passed.

The effectiveness of this achievement has been obscured by the steady rise in average hourly and average weekly earnings. From October, 1942, to May, 1943, average hourly earnings rose 6.7 per cent and average weekly earnings rose 10.7 per cent. One should not infer from these figures that the Board has not stabilized wages. To suggest freezing weekly and hourly earnings is to suggest freezing war production.

According to the War Production Board, munitions production rose approximately 40 per cent from October, 1942, to May, 1943. This has only been possible because men have worked longer hours, workers have transferred from lower skilled and lower paid civilian industries to higher skilled and higher paid war production jobs, and the same men on the same jobs have worked harder and produced more goods. Each one of these factors in the 40 per cent rise in munitions output has also contributed to increased average hourly and weekly earnings.

A breakdown of the six-cent increase in average hourly earnings for factory workers from October, 1942, to May, 1943, will show that nearly 90 per cent of this increase is attributable to greater war production and only 10 per cent to increases in the price of work. Of the 6 cent rise in gross average hourly earnings, 1 cent is due to overtime pay; 1.6 cents is due to the shift to higher wage war industries; 2.8 cents is due to increased earnings under incentive plans, a direct result of increased production, and to such other factors as upgrading, individual promotions and merit increases; and .6 cents to increases in the price of labor approved by the War Labor Board.

In explaining these increases, I do not mean to imply that this increase in worker income is not inflationary in character. Even though it does not increase prices directly, it nevertheless adds to the swelling volume of purchasing power which puts an indirect pressure on price ceilings. But the way to relieve that pressure is not to freeze either gross hourly earnings or the weekly pay envelope. That would result in freezing war production. The proper methods for siphoning off excess purchasing power have been outlined by the President in the stabilization program. They are higher taxes and greater savings for all American citizens.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

(ADOPTED JANUARY 23, 1943.)

Authorization of the Administrator of the National Housing Agency to Rule on Wage and Salary Adjustments of Designated Employees

§ 803.27 - General Order No. 27. (a) The National War Labor Board, in accordance with the further provisions of this order, hereby delegates to the Administrator of the National Housing Agency, to be exercised on his behalf by the Commissioner of the Federal Public Housing Authority (hereafter referred to as the Housing Wage Agency), the power to approve or disapprove all applications for adjustments of wages and salaries (insofar as approval thereof has been made a function of the National War Labor Board) of employees whose wages and salaries are not fixed by statute that are employed within the continental United States and Alaska by

(1) Federal Public Housing Authority
(2) Defense Homes Corporation, and
(3) Property managers of Defense Homes Corporation projects.

(b) In the performance of its duties hereunder the Housing Wage Agency shall comply with Executive Order 9250, dated October 3, 1942, and all regulations heretofore or hereafter issued thereunder, and with the declaration of wage policy of the National War Labor Board, dated November 6, 1942. The Housing Wage Agency, without making an initial ruling thereon may refer to the National War Labor Board, for decision by the Board, any application which in its opinion presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Housing Wage Agency shall transmit to the Review and Research Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Housing Wage Agency hereunder shall be deemed the act of the National War Labor Board and shall be final, subject to the National War Labor Board's right to review rulings on its own motion and to reverse or modify the same. Any such reversal or modification shall not be retroactive and shall allow the Commissioner of the Federal Public Housing Authority a period of two weeks for compliance.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

(Adopted January 22, 1943)

§ 803.26 - General Order No. 26. (a) Adjustments in the wages or salaries of employees engaged in rendering hospital services and employed by a non-profit organization which maintains and operates a hospital will be deemed approved without submission to the Board, providing that such adjustments do not raise the wages or salaries beyond the prevailing level of compensation for similar services in the area or community.

(b) Monthly reports of such adjustments shall be submitted by each such organization to the National War Labor Board's Division of Review and Analysis, together with such information and data as the said Division or the Board may from time to time require.

(c) Such adjustments shall be subject to the National War Labor Board's ultimate right of review on its own initiative, but any modification or reversal thereof will not be retroactive.

(d) Adjustments which would have the effect of raising the wages or salaries above the prevailing level of compensation for similar services in the area must be submitted for approval by the Board in the usual manner.

ADVANCE RELEASE ADVANCE RELEASE

OFFICE OF WAR INFORMATION
NATIONAL WAR LABOR BOARD

For release in A.M. papers

B-372

Tuesday, January 5, 1943

The National War Labor Board today strongly condemned a local union's business agents in San Francisco, California, for issuing strike threats in an attempt to force the Board to advance a case on the Board's docket.

In the Board's formal opinion in the case of the California Metal Trades Association of San Francisco and the International Association of Machinists, AFL, Lodge 68, Wayne L. Morse, public member of the Board, declared:

"A threat of this kind to a governmental agency is not only highly improper but also indicates complete lack of understanding of the task entrusted to the National War Labor Board and exhibits a callousness with respect to our national crisis which borders on lack of patriotism and indifference toward our war effort."

The business agents of the union had wired the War Labor Board on December 28 threatening to withdraw members of Lodge 68 from the Joshua Hendy Iron Works in San Francisco unless the Board decided a case involving this plant by January 6.

The Board ordered the company and union to meet within one week from January 1 to survey the occupations in which women are or will be employed in order to negotiate rates for these jobs based upon the principle of equal rates for men and women for comparable quantity and quality of work.

The Board ordered that if the parties do not reach an agreement within two weeks, or at such a later deadline as may be fixed by the parties, the matter shall be referred to an arbitrator appointed by the War Labor Board for final determination.

The Board further ordered that until final determination of the issues, the company may continue to employ women at rates lower than those fixed in the contract for helpers or specialists, provided, however, that the final determination shall be retroactive to the dates of hiring both for present and future female employes.

The order was voted unanimously by the Board.

The dispute involving this plant, which is a member of the Metal Trades Association and produces marine engines and other war products, involves the demand of the union that the company pay the same rate to women employes as to men, on the basis of a contract provision setting forth minimum rates for "all employes" in specified classifications.

C 85

These rates were 97¢ an hour for helpers in the journeymen machinist classification and $1.11 for skilled specialists.

When the contract was signed, the company was not employing women, and the management contended it should not be forced to pay the same rates for women, because they were doing work of lesser skill. Upon assurance from the War Labor Board that its determination would be retroactive to the date of hiring and that the case probably would be disposed of in the normal course around December 24, the union agreed to allow women to be employed by the company at a 75¢ rate.

On December 24 the case had reached the Board docket, but because of other important matters filed prior to this case, the Board was unable to consider the case on that date, Dean Morse's opinion explained.

When the union was informed a decision could be expected in a few days, the Union's business agents telegraphed the Board that the union's executive board had instructed them to advise the Board that unless the decision was rendered by January 6, "clearance of all employees of the Hendy plant will be terminated."

"In the event the company elects to employ new employees without clearance thereafter, then Lodge 68 will withdraw its members," the telegram stated in part.

Dean Morse stated in his opinion, in part:

"The National War Labor Board is charged with the highly important and delicate task of finally determining labor disputes in a just and impartia manner. It was established to accomplish this end by rational and peaceful methods, with the cooperation and participation of both labor and industry. Interference with production and the flow of materials so vital for our national survival was not only proscribed by the government but was also foresworn by all responsible elements in both labor and industry.

"It must be obvious to any thinking man that the Board cannot be influenced by the kind of threats made in this case by the business agents. The War Labor Board would collapse and the entire program for the peaceful settlement of disputes during the emergency would be vitiated it threats of this kind were to govern the action of the Board. Reason, justice and impartiality not only as between labor and industry but as between the various unions which submit their cases in good faith to the Board for determination could not operate if the Board were to give special treatment or favor to persons making such threats.

"The Board regards the communication of the business agents in this case as a completely irresponsible act of the business agents of the union who seem to have suffered a lapse of good judgment. Their threat to refuse to give clearance to the workers in the Hendy plant and thereby interrupt vital war production if the War Labor Board fails to determine the dispute by a certain date cannot and will not be countenanced by the Board. However, the Board recognizes that the dispute involves thousands of patriotic American workers whose case should not be prejudiced by an irresponsible act of leadership which the Board trusts will not be repeated. Accordingly, the Board has proceeded to a determination of the case in normal course without letting the quoted communication delay its consideration.

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Dean Morse, stating "it is fundamental to the law of contracts that a contract must be construed in the light of circumstances in which it was made and of contemplation of the parties as to its purposes," held that the contract does not preclude the possibility of varying rates for women employes.

With this determination by the Board the parties should be able to negotiate the woman's rate question", Dean Morse stated.

The Board's order followed in the main the recommendations of Lawrence T. Lydick, special investigator for the Board.

The Board's Order and Dean Morse's opinion are attached.

NATIONAL WAR LABOR BOARD

In the Matter of:

CALIFORNIA METAL TRADES ASSOCIATION
SAN FRANCISCO, CALIFORNIA

and

INTERNATIONAL ASSOCIATION OF
MACHINISTS, LODGE 68, AFL

January 1, 1943

Case No. 665

DIRECTIVE ORDER

By virtue of and pursuant to the powers vested in it by Executive Orders Nos. 9017 of January 12, 1942 and 9250 of October 3, 1942, the National War Labor Board hereby directs:

1. The parties shall within one week from the date of this order meet for the purpose of surveying the occupations in which women are or will be employed by the Company in order to negotiate the rates for these occupations upon the principle of equal rates for male and female employees, within the terms of the contract between the parties, for comparable quantity and quality of work on comparable operations.

2. If within two weeks thereafter, or at such later time as the parties may agree upon, the parties do not come to an agreement, the matter shall be referred to an arbitrator appointed by the National War Labor Board for final determination.

3, Until final determination of the issues, the Company may continue to employ women at rates lower than those fixed in the contract for helpers or specialists provided, however, that the final determination shall be retroactive to the dates of hiring both for present and future female employees.

s/ Frank P. Graham
s/ Wayne L. Morse
s/ Roger D. Lapham

s/ Frederick S. Fales
s/ Robert J. Watt
s/ Van A. Bittner

(SEAL)

C-35

NATIONAL WAR LABOR BOARD

In the Matter of:

CALIFORNIA METAL TRADES ASSOCIATION
SAN FRANCISCO, CALIFORNIA

and

INTERNATIONAL ASSOCIATION OF
MACHINISTS, LODGE 68, AFL

January 1, 1943

Case No. 665

OPINION

The San Francisco Machine Shop Division of the California Metal Trades Association is an industry unit composed of a number of machine shops in the area and represents them in labor negotiations. The Joshua Hendy Iron Works is a member of this unit and produces engines for liberty ships, torpedo tubes for the United States Navy and other war products. Lodge 68 of the International Association of Machinists is the exclusive bargaining agency for the employees of this and other companies in the Machine Shop Division.

On April 6, 1942 the Company and the Union renewed their collective bargaining agreement, which is to run until March 31, 1943, and to continue for one year thereafter unless either party gives thirty days notice of a desire to alter or amend it.

The contract provides as follows:

> "SECTION I. The Employer shall recognize the Union as the sole collective bargaining agency of all Die and Toolmakers, Machinists Specialists, Helpers, and Apprentices coming under their jurisdiction.
>
> SECTION I-A. Members of the Union shall be given preference for all jobs in the foregoing classifications. In the event qualified members of the Union are not available, the Employer may hire the required help from other sources, provided, however, that such workmen so employed shall be required to secure a clearance card from the Union before starting work.
>
> Such workmen so employed shall be cleared by the Union upon presentation of written requisition from the Employer specifying the classification for which they have been hired. No restrictions shall be placed against such Employees voluntarily becoming members of said Union provided they meet the requirements of the constitution and by-laws of the Union.
>
> Refusal of the Union to permit its members to work with non-union employees of the above classifications shall not constitute a violation of this agreement."

Section 2 of the contract then sets forth minimum rates of pay to "all employees" in specified classifications. The rates for helpers in the "Journey-men Machinists" classification is 97¢ and the rate for classification No. 5, "Specialists" is $1.11.

Rates are also set for apprentices and the number of apprentices is limited.

The contract provides "no boy shall be engaged as an apprentice before having reached the age of sixteen years or after having reached the age of twenty-one years."

At the time the contract was signed and prior thereto, the Company was not employing women. The Company was recognized as operating a heavy machine shop employing more highly skilled labor.

In the fall of last year the Company began to hire women at a rate of 75¢. Negotiations between the Company and the Union failed and intercession by the United States Conciliation Service, United States Navy and Maritime Commission were of no avail. On October 31, 1942, the dispute was certified by the Secretary of Labor to the National War Labor Board. A representative of the Board made an investigation and filed his report upon which the parties commented. The comments of the parties were received in the middle of December. Before proceeding to a discussion of the dispute a preliminary matter of importance should be noted. After failure of negotiations between the parties the Union refused to clear women for employment by the Company at less than the 97¢ for helpers or $1.11 rate for specialists. Upon representations from the Navy and the Maritime Commission, it was suggested that the Company be permitted to hire women at the 75¢ rate until determination of the dispute by the National War Labor Board with an agreement that the Board's directive order be retroactive to the date of hiring so as to protect the interest of the employees and the Union. The Union refused to enter into such an agreement, but upon assurance from the War Labor Board that its determination would be retroactive to the date of hiring and its representation that the case would probably be disposed of in the normal course around December 24, the Union proceeded to clear female employees for employment by the Company.

On December 24, the case had reached the Board docket but because of other important matters on the docket filed prior to the instant case, the Board was unable to consider the case on December 24, 1942. The Union was apprised of this and was told that decision in the case could be expected in a matter of a few days.

On December 28, the business Agents of the Union wired the Board in part as follows: "Executive Board in special session has instructed undersigned agents to advise your Board that unless decision in Case No. 665 is rendered before next meeting of lodge on January 6, that clearance of all employees of the Hendy plant will be terminated. In the event Company elects to employ new employees without clearance thereafter then Lodge 68 will withdraw its members."

A threat of this kind to a governmental agency is not only highly improper but also indicates complete lack of understanding of the task entrusted to the National War Labor Board and exhibits a callousness with respect to our national crisis which borders on lack of patriotism and indifference toward our war effort.

The National War Labor Board is charged with the highly important and delicate task of finally determining labor disputes in a just and impartial manner. It was established to accomplish this end by rational and peaceful methods, with the cooperation and participation of both labor and industry. Interference with production and the flow of materials so vital for our national survival was not only prescribed by the government but was also foresworn by all responsible elements in both labor and industry.

It must be obvious to any thinking man that the Board cannot be influenced by the kind of threats made in this case by the Business Agents. The War Labor Board would collapse and the entire program for the peaceful settlement of disputes during the emergency would be vitiated if threats of this kind were to govern the action of the Board. Reason, justice, and impartiality not only as between labor and industry but as between the various unions which submit their cases in good faith to the Board for determination could not operate if the Board were to give special treatment or favor to persons making such threats.

The Board regards the communication of the Business Agents in this case as a completely irresponsible act of the Business Agents of the Union who seem to have suffered a lapse of good judgment. Their threat to refuse to give clearance to the workers in the Hendy plant and thereby interrupt vital war production if the War Labor Board fails to determine the dispute by a certain date cannot and will not be countenanced by the Board. However, the Board recognizes that the dispute involves thousands of patriotic American workers whose case should not be prejudiced by an irresponsible act of leadership which the Board trusts will not be repeated. Accordingly, the Board has proceeded to a determination of the case in normal course without letting the quoted communication delay its consideration. Two premises are basic to a consideration of this case. First, the contract between the parties fixes minimum rates of pay for stated classifications of work. Second, the policy of the National War Labor Board, which is asserted also by the Company and the Union, is against discrimination in rates of pay on the basis of sex. Equal rates of pay for comparable quantity and quality of work on comparable operations has been accepted as the government policy.

In this case the Union stands firmly on its contract. The Company on the other hand asserts that the female employees whom it has hired or contemplates hiring will be engaged on occupations which are so called production jobs not within the classifications of the contract; that the jobs are largely of a kind not contemplated at the time of the contract; and that the female employees cannot do the same quantity and quality of work as male employees without more extended training and probably not in any event.

It is fundamental to the law of contracts that a contract must be construed in the light of circumstances in which it was made and of contemplation of the parties as to its purposes. The contract in this case was made when no female employment existed or was contemplated. The contract is silent on the question of female employment. To the extent that such employment raises a completely new issue, the contract does not preclude consideration and determination of the issue.

On the other hand, the fact that, as stated by the Company, women employees as well as male employees in other plants performing the same operations receive lower rates than those claimed by the Union in this case is irrelevant. If, by the terms of the contract, the Company is obliged to pay such higher rates to its male employees it must also pay the higher rates to female employees for comparable quantity and quality of work on comparable operations. The termination of comparability in operations, quantity and quality is obviously a matter in the first instance for the parties.

In this case, negotiations between the parties on these issues proved abortive largely because of the insistence that a contract precludes any lowered rate of pay for women even when their work is of inferior quantity or quality. With the Board's determination that the contract is not so preclusive, the parties should be able to negotiate successfully on these issues.

Accordingly, the Board directs that the parties should meet and jointly survey the occupations upon which women are or will be employed, for the purpose of determining whether the quantity and quality of their work is comparable to that of men on similar operations and if not what differentials in rates is necessary in order to equalize the real rates. These negotiations should commence within seven days from the date of the directive order of the Board. If the parties cannot reach an agreement settling the dispute within two weeks thereafter, the matter shall be submitted to an arbitrator appointed by the War Labor Board for final determination. In the meantime, the Company may continue to employ women at the lower rates. The final determination with respect to both the women who have already been hired, and those who will be hired in the future should be retroactive to the date of hiring so that no female employee will be prejudiced by the time consumed in the process.

OPINION BY: /s/ Wayne L. Morse

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

(Adopted December 18, 1942)

803.23 - General Order No.23. (a) The National War Labor Board hereby delegates to the Territorial Representative of the Wage and Hour and Public Contracts Divisions of the United States Department of Labor power to rule upon all questions and disputes concerning, and all applications for approval of, wage and salary adjustments (insofar as salary adjustments are within the jurisdiction of the National War Labor Board) within the Territory of Alaska, except as otherwise provided in General Orders of the National War Labor Board.

(b) In the performance of his duties, the Territorial Representative shall comply with the terms of Executive Order No. 9250 dated October 3, 1942, the National War Labor Board's wage stabilization policy, and all applicable General Orders and regulations of the National War Labor Board.

(c) An appeal may be taken from any ruling of the Territorial Representative to the National War Labor Board Advisory Board for Alaska, hereinafter called the Alaska Advisory Board. The Alaska Advisory Board shall consist of nine (9) members, to be appointed by the National War Labor Board. Three of its members shall be representatives of the public, three of employers, and three of employees. Six members, two of whom shall be from each group, shall constitute a quorum.

(d) It shall be the duty of the Territorial Representatives to transmit copies of all rulings to the Alaska Advisory Board which shall have the power to review on its own initiative all rulings of the Territorial Representative.

(e) Any ruling of the Alaska Advisory Board shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative or on the request of any member of the Alaska Advisory Board. No action of the National War Labor Board with respect to rulings of the Alaska Advisory Board will be retroactive.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

(Adopted December 17, 1942)

Authorization to the Department of Agriculture to Pass on Wage and Salary Adjustments for Designated Employees

803.24 - General Order No. 24. (a) The National War Labor Board hereby delegates to the Secretary of Agriculture, to be exercised on his behalf by the Director of Personnel of the Department of Agriculture (hereafter referred to as Agriculture Department Agency), the power to approve or disapprove all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering employees of the Department of Agriculture, and employees of instrumentalities of the Department of Agriculture, within the continental limits of the United States and Alaska whose wages and salaries are not fixed by statute including

(1) Employees and members of Agricultural Conservation Committee.
(2) Employees under cooperative agreements.
(3) Employees of agencies under supervision of the Farm Credit administration, and
(4) Persons engaged in the administration of marketing agreements, orders, and licenses.

all in accordance with the further provisions of this order.

(b) In the performance of its duties hereunder, the Agriculture Department Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942 and any General Order or policy of the National War Labor Board heretofore or hereafter issued thereunder. The Agriculture Department Agency, without making an initial ruling thereon, may refer to the Board, for decision by the Board, any case which, in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Agriculture Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board monthly reports of its rulings, and copies of its rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the agriculture Department Agency hereunder shall be deemed to be the act of the National War Labor Board and shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative, and to reverse or modify the same. Any such order of reversal or modification shall not be retroactive and shall allow the Agriculture Department Agency a period of two weeks from the date of the Board's order, within which to comply with the order.

OFFICE OF WAR INFORMATION
NATIONAL WAR LABOR BOARD

For release in A. M. papers
Tuesday, December 15, 1942

B 347

Wage increases provided in "escalator clauses" in labor agreements must be held within the 15-per-cent cost-of-living formula, the National War Labor Board ruled in one of four new General Orders it made public today.

The WLB also delegated authority over wage and salary adjustments in their respective departments to the Federal Reserve System, to the United States Employment Service and to the Secretary of the Interior. This action in decentralizing the wage and salary functions assigned to the Board by the wage stabilization order is in line with previous Board orders granting the Army and Navy such authority.

General Order No.22 provides that no escalator-type clause in any labor agreement relating to wages and salaries which are subject to the WLB's jurisdiction may be enforced if the adjustment would result in a rate in excess of 15 per cent above the average rate prevailing on January 1, 1941.

Adjustments within the 15-per-cent cost-of-living adjustments limit must be submitted in the usual manner to the Board for approval.

General Order No.19 covers from 15,000 to 20,000 employees of the Federal Reserve System.

General Order No.20 applies to about 22,000 employees of the United States Employment Service.

General Order No.21 covers approximately 25,000 employees of the Department of the Interior.

The orders in each case apply to employees whose salaries are not fixed by statute and come within the jurisdiction of the WLB under the Wage Stabilization Act. The WLB retains the right of final review over the decisions of the respective agencies, which are instructed to follow the policies of the WLB in stabilizing wages and salaries.

The Board's orders follow:

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Procedure Relative to Approval of Adjustments in the Rates of Pay of Employees of the Federal Reserve System

(Adopted December 8, 1942)

§ 803.19 - General Order No. 19 (a) The Board of Governors of the Federal Reserve System and any of the twelve Federal Reserve Banks, which proposes to make adjustments in the salaries or wages of their employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments, or to correct inequalities, or gross inequities, as defined in the Board's Statement of Wage Policy of November 6, 1942, and any other General Order or policy heretofore or hereafter announced thereunder.

(b) A certificate by the official authorizing the adjustments, stating the nature and amount of such adjustment and briefly setting forth the facts meeting the foregoing requirement will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made pursuant hereto shall not be retroactive.

(c) In the case of adjustments made hereunder by any of the twelve Federal Reserve Banks, the certificate above mentioned shall, prior to transmittal to the Joint Committee hereafter described, be transmitted to and shall be subject to the approval of the Board of Governors of the Federal Reserve System.

(d) The certificate prescribed herein, together with four (4) copies thereof, shall be filed promptly with the Committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or Commissioner, as the case may require.

(e) The certification procedure shallnot apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In exceptional cases where such an adjustment is sought, and in all cases where an adjustment is sought other than by the certification procedure, application for approval shall be filed with the appropriate regional office of the National War Labor Board.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Procedure Relative to Approval of Adjustments in the Rates of Pay of Employees of the United States Employment Service

(Adopted December 8, 1942)

§ 803.20 - General Order No.20 (a) The United States Employment Service or any of its state administrative offices which proposes to make adjustments in the salaries or wages of its employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments or to correct inequalities or gross inequities, as defined in the Board's Statement of Wage Policy of November 6, 1942, and any other General Order or policy heretofore or hereafter announced thereunder.

(b) A certificate by the appropriate official of the United States Employment Service stating the nature and amount of such adjustment, and briefly setting forth the facts meeting the foregoing requirement, will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made by the United States Employment Service or one of its state administrative offices acting pursuant hereto shall not be retroactive.

(c) The certificate prescribed herein, together with four copies thereof, shall be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

(d) The certification procedure shallnot comply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In xceptional cases where such an adjustment is sought, application for approval shall be filed with the appropriate Regional Office of he National War Labor Board.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Authorization to the Department of the Interior to passon Wages and Salary Adjustments for Designated Employees

(Adopted December 8, 1942)

§ 803.21 - General Order No.21 (a) The National War Labor Board hereby delegates to the Secretary of the Interior, to be exercised on his behalf by the Special Adviser on Labor Relations to the Secretary of the Interior (hereinafter referred to as the Interior Department Agency), the power to approve or disapprove all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering employees of the Interior Department within the continental limits of the United States and Alaska whose wages or salaries are not fixed by statute, all in accordance with the further provisions of this order.

(b) In the performance of its duties hereunder the Interior Department Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942 and any other General Order or policy of the National War Labor Board heretofore or hereafter issued thereunder. The Interior Department Agency, without making an initial ruling thereon may refer to the Board, for decision by the Board, any case which in the opinion of the agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Interior Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board copies of its rulings and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Interior Department Agency hereunder shall be deemed to be the act of the National War Labor Board and shall be final subject to the National War Labor Board's ultimate power to review rulings on its own initiative, and to reverse or modify the same. Any such order of reversal or modification shall not be retroactive and shall allow the Interior Department Agency a period of two weeks from the date of the Board's order, within which to comply with the order.

(e) Nothing herein contained shall be construed as affecting the advisory duties and functions of the following Wage Boards heretofore constituted by order of the Secretary of the Interior and any similar Boards so constituted in the future:

(1) Boulder Canyon Project Wage Board
(2) Columbia Basin Project Wage Board
(3) Central Valley Project Wage Board
(4) Parker Dam Power Project Wage Board
(5) Boulder City Experiment Station Wage Board

TITLE 29 - LABOR
CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

(Adopted December 8, 1942)

§ 803.22 - General Order No. 22 (a) No clause contained in any labor agreement, commonly known as an "escalator clause", relating to wages or salaries subject to the jurisdiction of the National War Labor Board, regardless of when the agreement was made, which provides for an adjustment in wage rates after October 3, 1942, or an adjustment in salary rates after October 27, 1942 because of changes in the cost of living, shall be enforced, where such adjustment would result in rates in excess of fifteen per cent above the average straight time hourly rates or equivalent salary rates prevailing on January 1, 1941.

(b) Adjustments within the fifteen per cent limit must be submitted for approval by the Board in the usual manner.

OFFICE OF WAR INFORMATION
NATIONAL WAR LABOR BOARD

For immediate release
November 25, 1942

B 320

The National War Labor Board today made public several orders designed to speed the administration of that part of the wage and salary stabilization program over which it has jurisdiction, and to clarify certain questions which have arisen concerning the interpretation of some of its previous orders.

Briefly the orders are as follows:

GENERAL ORDER NO. 15 -- Empowers impartial chairmen, umpires, or arbitrators to fix rates for new jobs without prior Board approval, if they have that duty under a bona fide collective bargaining agreement. The new rates should not result in any substantial increase in costs and cannot furnish a basis for increasing price ceilings. They should be in balance with the established rates for other jobs covered by the agreement and be consistent with the Board's wage stabilization policy. Bi-weekly reports must be made to the Board on the new rates. The Board may review these rates, but any changes ordered will not be made retroactive.

GENERAL ORDER NO. 16 -- Allows employers to make wage or salary adjustments to equalize the wages of women with those of men for comparable quality and quantity of work without prior Board approval. Such adjustments must be reported to the Board and shall not furnish the basis to increase price ceilings.

GENERAL ORDER NO. 4-B -- Further defines General Order No. 4, which exempts employers of not more than 8 individuals by stating that:

1. The time to determine the total number of employees is when the employer puts the adjustment into effect or agrees to it.

2. No employer can make adjustments under this exemption for more than a total of 8 individuals in the year following October 3, 1942, in the case of wages, or October 27, 1942, in the case of salaries.

INTERPRETATION NO. 1 to GENERAL ORDER NO. 6 -- Grants authority to the Wage and Hour Division local offices to make final rulings, except in unusual cases, on the question of whether the rate for a new job classification in existing plants is fixed "at a level not exceeding that which prevails for similar classifications within the area," and, therefore, does not need approval by the War Labor Board.

"The object of Paragraph B of General Order No. 6," the interpretation states, "was to prevent an employer, upon opening a new plant or creating new job classifications in his existing plant, from paying rates which would unstabilize the rate structure in the area affected by the action. In interpreting General Order No. 6 this object should be kept in mind and the order should be given a practical and common-sense reading.

"Major consideration to be borne in mind in making rulings in these cases are that the rates for the new jobs should bear a direct relation to and be in balance with the existing rate structure in the plant. If comparison with other rates in the plant is not appropriate, then the new rates should bear the same relation to rates for similar classifications in the area as the existing rates in the plant bear to comparable rates in the area."

Exceptional cases of new job classifications set up in existing plants should be referred by the Wage-Hour office to the War Labor Board Regional Director. This process should also be followed in the case of the fixing of rates for a new plant.

GENERAL ORDER NO. 15
(Adopted November 24, 1942)

Where under the provisions of a bona fide collective agreement there has been established an impartial chairman, umpire or arbitrator whose duties include the fixing of rates for new jobs, his decisions so rendered need not be submitted for approval to the National War Labor Board, provided that:

(1) The rate for each new job shall be fixed in an amount which is directly related to and in balance with the established rates of the other jobs covered by the agreement, and shall be consistent with the Board's Wage Stabilization Policy of November 6, 1942.

(2) A bi-weekly report of rates so fixed shall be transmitted to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to establish the aforesaid relationship and balance.

(3) Such decisions shall be subject to the Board's ultimate power review but any modification or reversal thereof will not be retroactive.

(4) The establishment of such rates should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

GENERAL ORDER NO. 16
(Adopted November 24, 1942)

Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quanity of work performed, may be made without approval of the National War Labor Board, provided that:

(1) Such adjustments are reported, when made, to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to show that they are in accordance with the policy referred to above;

(2) Such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive;

(3) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

GENERAL ORDER NO. 4-B
(Adopted November 24, 1942)

The time as of which to determine whether an employer employs "not more than eight individuals" within the meaning of General Order No. 4 is the time when the wage or salary adjustment is agreed to, or, if it is not made by agreement, the time when it is put into effect. But an employer who, during any given year following October 3, 1942 in the case of wages, or October 27, 1942 in the case of salaries, has made adjustments affecting in the aggregate eight employees, will not, if he wishes to make any further adjustments within said year, be exempt under General Order No. 4.

INTERPRETATION NO. 1 to GENERAL ORDER NO. 6
(Adopted November 24, 1942)

Question: Paragraph (b) of General Order No. 6 provides that unless a higher rate is approved by the Board, the rate for a new job classification shall be fixed "at a level not exceeding that which prevails for similar classifications within the area." What is the meaning of the quoted phrase? Specifically, must the rate on new jobs be fixed at not exceeding the average of the rates in the area for similar classifications, if the employer is to be free to proceed without the necessity of seeking approval by the Board of what otherwise would constitute a wage increase?

Answer: The object of Paragraph (b) of General Order No. 6 was to prevent an employer, upon opening a new plant or creating new job classifications in his existing plant, from paying rates which would unstabilize the rate structure in the area affected by his action. In interpreting General Order No. 6 this object should be kept in mind, and the Order should given a practical and common sense reading..

1) The creation of a new job classification in an existing plant.

a) Major considerations to be borne in mind in making rulings in these cases are that the rates for the new jobs should bear a direct relation to and be in balance with the existing rate structure in the plant. If comparison with other rates in the plant is not appropriate, then the new rates should bear the same relation to rates for similar classifications in the area as the existing rates in the plant bear to comparable rates in the area.

b) In these cases of creating new job classifications in existing plants the local Wage and Hour offices, guided by the above considerations and with the approval of the appropriate Wage and Hour Regional Director, may make final rulings except in unusual circumstances, for example where it is proposed to set up in an existing plant a new department of substantial size. In such exceptional cases, the application for a ruling should be transmitted by the local Wage and Hour office to the War Labor Board Regional Director and there be processed as set out below.

2) The establishment of a new plant.

a) Whether in a given case it would unstabilize wages in the area to permit a particular employer to fix the rates for a new plant at any level up to the maximum being paid in the area, or whether he should be permitted to pay only the average, or less than the average, will depend on his traditional wage history in relation to the wages of the industry generally, or of the area if he has theretofore operated in the area, the nature of the work in which he is engaged, the rates being paid for comparable work in comparable establishments, and other pertinent factors.

b) Applications in these cases should be transmitted, without a ruling by the local Wage and Hour office but with such information as said office may deem helpful, to the War Labor Board Regional Director. In his discretion the Regional Director may rule on the case or refer it for a ruling to a tri-partite panel. If the new plant is of substantial size and will employ a large proportion of skilled labor, the Regional Director should refer the case to a panel.

c) It will be proper and sometimes necessary for the Regional Director or the panel to hold hearings relative to the proper level at which the applicant's rates for the new plant should be fixed. To such a hearing should be invited interested representatives of industry and labor.

3) In all cases the applicant should show the data on the basis of which the proposed rates were determined.

Question: Does the foregoing relate to salaries as well as wages?

Answer: Yes, under General Order No. 6-A.

OFFICE OF WAR INFORMATION
NATIONAL WAR LABOR BOARD

For immediate release
Wednesday, November 25, 1942 B 321

The National War Labor Board, by unanimous vote, today determined that the Board's General Order No. 12, on wage and salary adjustments by states and their political subdivisions, applies to employes of the District of Columbia.

General Order 12 set forth procedure by which state, county and municipal governments may adjust wage or salary rates under certain circumstances without prior approval by the National War Labor Board. Similar procedure is provided by the Commissioner of Internal Revenue for salaries coming under his jurisdiction.

Regulations issued by the Economic Stabilization Director on October 27 gave the Board and Commissioner jurisdiction over adjustments of all salaries or wages, including those of federal, state and local government, except those fixed by statute.

Adjustments requiring approval will be deemed approved if the head of the state or local agency certifies to the WLB or the Commissioner of Internal Revenue "that such adjustment is necessary to correct maladjustments or to correct inequalities or gross inequities as contemplated by Executive Order No. 9250," the WLB and Internal Revenue Department announced on November 13.

The right to reopen the case for investigation of the propriety of the adjustment is reserved by the Board and the Commissioner. Modification of the rates, however, will not be retroactive under this procedure.

The Board was given jurisdiction over all wage adjustments and over salaries up to and including $5,000, except salaries of executive, administrative or professional employes not represented by a recognized labor union. The Commissioner of Internal Revenue was given jurisdiction over all other salaries.

269
Natl War L. Bd

NATIONAL WAR LABOR BOARD

GENERAL ORDER NO. 16
(Adopted November 24, 1942)

Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quantity or work performed, may be made without approval of the National War Labor Board, provided that :

(1) Such adjustments are reported, when made, to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to show that they are in accordance with the policy referred to above;

(2) Such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive;

(3) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

ORM NWLB-200
(1-6-43)

BUDGET BUREAU NO: 07-R002-42
APPROVAL EXPIRES: DECEMBER 31, 1943

UNITED STATES OF AMERICA

NATIONAL WAR LABOR BOARD

REPORT OF ADJUSTMENT OF WAGE OR SALARY RATES PAID TO WOMEN UNDER NWLB GENERAL ORDER #16

1. NAME OF EMPLOYER

2. MAIN OFFICE ADDRESS OF EMPLOYER

3. ADDRESS(ES) OF PLACE(S) OF BUSINESS INVOLVED IN THIS ADJUSTMENT

4. (a) TYPE OF ESTABLISHMENT (FACTORY, MINE, WHOLESALER, RETAILER, ETC.)

(b) INDUSTRY (CLOTHING, COAL, TRANSPORTATION, ETC.)

(c) PRODUCTS OR SERVICES (NAME TWO OR THREE OF THE PRINCIPAL PRODUCTS MADE OR HANDLED, OR SERVICES PERFORMED)

5. TOTAL NUMBER OF EMPLOYEES ON THE PAYROLL WORKING AT TIME OF ADJUSTMENT IN THE PLACES OF BUSINESS INVOLVED

6. Enter on the form below, on a separate line for each job classification involved in this adjustment, the information requested. If different rates of pay are involved in this adjustment for the same job classification, separate lines should be used for each different rate. Use additional sheets of plain paper if more space is required.

JOB CLASSIFICATION (USE DESCRIPTIVE TITLES, SUCH AS DRILL-PRESS OPERATOR, CUTTER, TYPIST)	NUMBER OF WOMEN INVOLVED IN THIS ADJUSTMENT	WAGE OR SALARY RATE PRIOR TO THIS ADJUSTMENT		ADJUSTED WAGE OR SALARY RATE		WAGE OR SALARY RATE RECEIVED BY MEN IN THIS ESTABLISHMENT EITHER NOW PERFORMING OR WHO LAST PERFORMED COMPARABLE WORK
		DOLLARS OR CENTS	PER	DOLLARS OR CENTS	PER	

7. STATE BRIEFLY WHY THIS ADJUSTMENT HAS BEEN MADE

8. PERSON FILING THIS REPORT

NAME

TITLE

DATE

6-3784 nobu-wp

NATIONAL WAR LABOR BOARD
Department of Labor Building
Washington, D. C.

Copy

November 10, 1942

Office of the Chairman

Bertha M. Nienburg, Acting Director
U. S. Department of Labor
Women's Bureau
Washington, D. C.

Dear Miss Nienburg:

Thank you for your kind offer of cooperation with us in the establishment of machinery to make basic job evaluations in connection with the enforcement of Directive Orders embodying the principle of equal pay for equal work for women who replace men.

No occasion has as yet arisen for us to avail ourselves of such a service, but when the occasion does arise we will, in view of your letter, feel free to call upon you for assistance.

Very truly yours,

/s/ William H. Davis

Chairman

NATIONAL WAR LABOR BOARD

For immediate release
October 31, 1942

B 276

The National War Labor Board today issued three unanimously approved General Orders under the authority of the Executive Order of October 3. Briefly, these General Orders do the following:

GENERAL ORDER NO. 7. This General Order exempts from the Executive Order of October 3 any increase in wage and salary rates made in compliance with state minimum wage laws. The Executive Order had already exempted wage and salary increases made in compliance with the Fair Labor Standards Act.

GENERAL ORDER NO. 8. Under this General Order adjustment in wages and salaries over which the Board has jurisdiction can be made without the approval of the Board if they are paid in any territory or possession of the United States, except Alaska.

GENERAL ORDER NO. 9. This General Order further defines the jurisdiction of the Board over salaried employees who earn up to $5,000 per year. Under the regulations issued by the Economic Stabilization Director on October 27, the Board was given jurisdiction over the adjustment of salaries up to $5,000 per year, except for those employees "employed in a bona fide executive, administrative or professional capacity" who are not represented by recognized unions.

For the convenience of employers and employees the Board adopted the definition of "employed in a bona fide executive, administrative or professional capacity" used by the Wage and Hour Division.

This General Order also clarified the effective date of the Board's jurisdiction over salary increases. All increases put into effect on or before October 27 do not come within the jurisdiction of the Board, even though these increases were first reflected in a payroll subsequent to October 27. To come within the scope of this exemption the increases must have been applicable to work done prior to October 27 and contained in either a written agreement or communicated to the employees by formal action on or before October 27.

The text of the General Orders follow:

GENERAL ORDER NO. 7

Since Title VI, Section 1 of Executive Order No. 9250, dated October 3, 1942, states that "nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act," and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders.

GENERAL ORDER NO. 8

Exercizing the authority vested in the National War Labor Board by Section 4001.14 of Part 4001, Regulations Relating to Wages and Salaries, issued on October 27, 1942 by the Economic Stabilization Director and approved by the President, and deeming it necessary for the effective administration of the Act of Congress of October 2, 1942, the Board hereby determines that adjustments in any wages or salaries over which this Board has jurisdiction and which are paid in any territory or possession of the United States, except Alaska, are exempted from the operation of the said Regulations and therefore may be made without the approval of the Board.

GENERAL ORDER NO. 9

Adjustments in Salaries Totalling Not in Excess of $5,000 Per Annum

I. Jurisdiction of the National War Labor Board

Section 4001.2 of Part 4001 "Regulations Relating to Wages and Salaries," issued on October 27, 1942 by the Economic Stabilization Director and approved by the President provides in part that the National War Labor Board "shall have authority to determine whether any....salary payments to an employee totaling in amount not in excess of $5,000 per annum where such employee

(a) in his relations with his employer is represented by a duly recognized or certified labor organization, or

(b) is not employed in a bona fide executive, administrative or professional capacity.

are made in contravention of the Act of Congress of October 2, 1942, or any ruling, orders or regulations promulgated thereunder."

In other words the Board has jurisdiction over the adjustment of salaries up to $5,000 a year, except for those employees employed in a bona fide executive, administrative or professional capacity who are not represented by duly recognized or certified unions.

Section 4001.6 of said Regulations provides that "in the case of a salary rate of $5,000 or less per annum existing on the date of the approval of these regulations by the President" (namely, October 27, 1942) no increase shall be made without the prior approval of the Board.

The Board hereby defines what is meant by "employed in a bona fide executive, administrative or professional capacity"*.

Executive

The term "employed in a bona fide executive capacity" shall mean any employee --

(A) whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and

---

* For the convenience of employers and employees who have been accustomed to the practices prevailing under the Fair Labor Standards Act, these definitions have been taken from the regulations promulgated by the Wage & Hour Administrator, pursuant to Section 13 (a) (1) of the Fair Labor Standards Act of 1938 (52 Stat, 1060), but no provisions of that Act or of any regulations issued thereunder are in any way applicable to the regulations and orders of the National War Labor Board.

(B) who customarily and regularly directs the work of other employees therein, and

(C) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight, and

(D) who customarily and regularly exercise discretionary powers, and

(E) who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and

(F) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the number of hours worked in the workweek by the employees under his direction; provided that this subsection (F) shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment.

Administrative

The term "employed in a bona fide administrative capacity" shall mean any employee --

(A) who is compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and

(B) (1) who regularly and directly assists an employee employed in a bona fide executive or administrative capacity (as such terms are defined in these regulations), where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or

(2) who performs under only general supervision, responsible nonmanual office or field work, directly related to management policies or general business operations, along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or

(3) whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment; or

(4) who is engaged in transporting goods or passengers for hire and who performs, under only general supervision, responsible outside work of a specialized or technical nature requiring special training, experience, or knowledge, and whose duties require the exercise of discretion and independent judgment.

Professional

The term "employed in a bona fide professional capacity" shall mean any employee who is --

(A) engaged in work--
  (1) predominantly intellectual and varied in character as opposed to routine metal, manual, mechanical, or physical work, and

  (2) requiring the consistent exercise of discretion and judgment in its performance, and

  (3) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and

  (4) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the hours worked in the workweek by such employees; provided that where such non-professional work is an essential part of and necessarily incident to work of a professional nature, this subsection (4) shall not apply, and

  (5) (a) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes; or

  (b) predominantly original and creative in character in a recognized field of artistic endeaver as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination, or talent of the employee, and

(B) compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities); provided that this subsection (B) shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof.

II. Effective Date of the Board's Jurisdiction

Pursuant to Section 4001.6 of the said Regulations, increases in salaries which by written agreement executed on or before October 27, 1942, or by formal action communicated to the employees, on or before October 27, 1942, were made applicable to work done prior to October 27, 1942, do not come within the jurisdiction of the Board, notwithstanding such increases are first reflected in a payroll subsequent to October 27, 1942.

III . Salary Increases Which Do Not Require Board Approval

Pursuant to Section 4001.6 of the said Regulations, adjustments may be made in salary rates over which the Board has jurisdiction without the approval of the Board, if they are made in accordance with the terms of a salary agreement or salary rate schedule and as a result of

(a) individual promotions or reclassifications,
(b) individual merit increases within established salary rate ranges,
(c) operation of an established plan of salary increases based on length of service,
(d) increased productivity under incentive plans,
(e) operation of a trainee system, or
(f) such other reasons or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations.

No such adjustments in salary rates, however, shall result in any substantial increase of the level of costs or shall furnish the basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

IV. Exempt Employers

Pursuant to Section 4001.11 of the said Regulations salary adjustments made by employers who employ not more than eight individuals are exempted from the provisions of Sections 4001.6, 4001.7 and 4001.8 of the said Regulations and may therefore be made without the approval of the National War Labor Board.

V. Statutory Salaries and Wages

The said Regulations, pursuant to Section 4001.13 thereof, are not applicable to any salary or wages paid by the United States, any state or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing where the amount of such salary or wages is fixed by statute. Adjustment in such salaries or wages may therefore be made without the approval of the National War Labor Board.

VI. Decreases in Salaries of Less than $5,000 Over Which the National War Labor Board has Jurisdiction as Defined in Section I of This Order.

Pursuant to Section 4001.07 of the said Regulations, no decrease in a salary rate paid to an employee for any particular work, and over which the National War Labor Board has jurisdiction as defined in Section I of this Order, may be made by the employer below the highest salary rate paid for such work between January 1, 1942 and September 15, 1942, without the prior approval of the Board.

Gen Orders 1 thru 22
(not incl. 13 a)

GENERAL ORDER NO. 1
Adopted October 7, 1942

All increases in wage rates which have been directed by the War Labor Board prior to October 3, 1942, shall be put into effect in accordance with the terms of the Directive Order in each particular case.

GENERAL ORDER NO. 1-A
Adopted November 6, 1942

General Order No. 1, issued by the National War Labor Board on October 7, 1942, shall apply also to salaries subject to the jurisdiction of the Board. (For definition of such salaries, see General Order No. 9, October 30, 1942.)

GENERAL ORDER NO. 2
Adopted October 7, 1942

The procedures in the National War Labor for the adjustment of labor disputes affecting wages established under Executive Order No. 9017, dated January 12, 1942, shall remain in full force and operation, and in all present or future cases in which the jurisdiction of the Board has attached or shall attach by certification or otherwise, the parties shall be deemed to have given notice within the terms of Title II, Section 1, of Executive Order No. 9250, dated October 3, 1942.

GENERAL ORDER NO. 3

The National War Labor Board hereby approves all increases in wage rates which were put into effect on or before October 3, 1942, provided, however, that the Board reserves the power under the provisions of Title III, Section 3 of the Executive Order to disapprove any such wage rate which it may find to be inconsistent with the policy enunciated in the said Executive Order or hereafter formulated by the Economic Stabilization Director and in case of such disapproval to order the discontinuance of further payment of such wages.

Interpretation No. 1 to General Order No. 3

In General Order No. 3 the words "increases in wage rates which were put into effect on or before October 3" include increases in wage rates which by written agreement entered into on or before October 3, 1942, or by formal action communicated to the employees on or before October 3, 1942, were made applicable to work done prior to October 3, 1942, notwithstanding such increases were first reflected in a payroll subsequent to October 3, 1942.

Interpretation No. 2 to General Order No. 3

Any change in wage rates, regardless of its effective date, which results from the award or decision of an arbitrator or referee made after October 3, 1942 is subject to the provisions of Executive Order No. 9250, dated October 3, 1942, notwithstanding the agreement or order for arbitration or reference was made on or before October 3, 1942.

Interpretation No. 3 to General Order No. 3

Unless otherwise expressly exempted, any change in wage rates provided for in any existing agreement to take effect at some future date or on the happening of some future event, is subject to the provisions of Executive Order No. 9250, dated October 3, 1942, regardless of when the agreement was made.

GENERAL ORDER NO. 4

Wage adjustments made by employers who employ not more than eight (8) individuals are exempted from the provisions of the Executive Order No. 9250 of October 3, 1942.

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Interpretation No. 1 to General Order No. 4

The exemption granted by General Order No. 4 to employers who employ not more than eight individuals does not apply to employers who own or operate more than one plant or unit where the aggregate of employees in such plants or units exceeds eight.

Interpretation No. 2 to General Order No. 4

The exemption provided for by General Order No. 4 shall not apply to employers whose employees' wages, hours or working conditions have been established or negotiated on an industry, association, area or other similar basis, whether by master contract or by separate but similar or identical contracts.

General Order No. 4-A

"By virtue of the authority vested in the National War Labor Board by Executive Order No. 9250, dated October 3, 1942, it is hereby ordered:

"General Order No. 4 of the National War Labor Board, dated October 9, 1942, exempting employers who employ not more than eight individuals from the provisions of said Executive Order, shall not apply to the employment of tool and die workers."

GENERAL ORDER NO. 4-B
(Adopted November 24, 1942)

The time as of which to determine whether an employer employs "not more than eight individuals" within the meaning of General Order No. 4 is the time when the wage or salary adjustment is agreed to, or, if it is not made by agreement, the time when it is put into effect. But an employer who, during any given year following October 3, 1942 in the case of wages, or October 27, 1942 in the case of salaries, has made adjustments affecting in the aggregate eight employees, will not, if he wishes to make any further adjustments within said year, be exempt under General Order No. 4.

GENERAL ORDER NO. 5

Wage adjustment may be made in the rates of individual employees, without approval of the National War Labor Board, if they are incident to the application of the terms of an established wage agreement or to established wage rate schedules covering the work assignments of employees and are made as a result of:

a. Individual promotions or reclassifications

b. Individual merit increases within established rate ranges

c. Operation of an established plan of wage increases based upon length of service

d. Increased productivity under piece-work or incentive plans

e. Operation of an apprentice or trainee system

The Board further finds that adjustments of wages made under this order should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

Interpretation No. 1 of General Order No. 5

The fixing of a piece-rate which was theretofore set only tentatively for trial purposes, and the re-setting of a piece-rate which was found to have been set in the first instance so as to yield less than the regularly established or normal amount prevailing in the plant for that type of job, are each "wage adjustments...incident to the application of the terms of an established wage agreement or to established wage rate schedules" within the meaning of General Order No. 5, and may therefore be made without approval of the National War Labor Board.

GENERAL ORDER NO. 6

(a) The hiring of an individual at a wage rate in excess of the rate previously established in the plant for employees of similar skill and productive ability within the classification in which the individual is employed is a "wage increase" within the meaning of Executive Order No. 9250.

(b) If a wage rate for a job classification has not theretofore been established by the employer for the plant involved, the rate shall be fixed at a level not exceeding that which prevails for similar classifications within the area, unless a higher rate is approved by the National War Labor Board.

INTERPRETATION NO. 1 to GENERAL ORDER NO. 6

(Adopted November 24, 1942)

Question: Paragraph (b) of General Order No. 6 provides that unless a higher rate is approved by the Board, the rate for a new job classification shall be fixed "at a level not exceeding that which prevails for similar classifications within the area." What is the meaning of the quoted phrase? Specifically, must the rate on new jobs be fixed at not exceeding the average of the rates in the area for similar classifications, if the employer is to be free to proceed without the necessity of seeking approval by the Board of what otherwise would constitute a wage increase?

Answer: The object of Paragraph (b) of General Order No. 6 was to prevent an employer, upon opening a new plant of creating new job classifications in his existing plant, from paying rates which would unstabilize the rate structure in the area affected by his action. In interpreting General Order No. 6 this object should be kept in mind, and the Order should be given a practical and common sense reading.

1) The creation of a new job classification in an existing plant.

a) Major considerations to be borne in mind in making rulings in these cases are that the rates for the new jobs should bear a direct relation to and be in balance with the existing rate structure in the plant. If comparison with other rates in the plant is not appropriate, then the new rates should bear the same relation to rates for similar classifications in the area as the existing rates in the plant bear to comparable rates in the area.

b) In these cases of creating new job classifications in existing plants the local Wage and Hour offices, guided by the above considerations and with the approval of the appropriate Wage and Hour Regional Director, may make final rulings except in unusual circumstances, for example where it is proposed to set up in an existing plant a new department of substantial size. In such exceptional cases, the application for a ruling should be transmitted by the local Wage and Hour office to the War Labor Board Regional Director and there be processed as set out below.

2) The establishment of a new plant.

a) Whether in a given case it would unstabilize wages in the area to permit a particular employer to fix the rates for a new plant at any level up to the maximum being paid in the area, or whether he should be permitted to pay only the average, or less than the average, will depend on his traditional wage history in relation to the wages of the industry generally, or of the area if he has theretofore operated in the area, the nature of the work in which he is engaged, the rates being paid for comparable work in comparable establishments, and other pertinent factors.

b) Applications in these cases should be transmitted, without a ruling by the local Wage and Hour office but with such information as said office may deem helpful, to the War Labor Board Regional Director. In his discretion the Regional Director may rule on the case or refer it for a ruling to a tri-partite panel. If the new plant is of substantial size and will employ a large proportion of skilled labor, the Regional Director should refer the case to a panel.

c) It will be proper and sometimes necessary for the Regional Director or the panel to hold hearings relative to the proper level at which the applicant's rates for the new plant should be fixed. To such a hearing should be invited interested representatives of industry and labor.

3) In all cases the applicant should show the data on the basis of which the proposed rates were determined.

Question: Does the foregoing relate to salaries as well as wages?
Answer: Yes, under General Order No. 6-A.

GENERAL ORDER NO. 6-A

General Order No. 6, issued by the National War Labor Board on October 20, 1942, shall apply also to salaries subject to the jurisdiction of the Board. (For definition of such salaries, see General Order No. 9, October 30, 1942.)

GENERAL ORDER NO. 7

Since Title VI, Section 1 of Executive Order No. 9250, dated October 3, 1942, states that "nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act," and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders.

GENERAL ORDER NO. 8

Exercizing the authority vested in the National War Labor Board by Section 4001.14 of Part 4001, Regulations Relating to Wages and Salaries, issued on October 27, 1942 by the Economic Stabilization Director and approved by the President, and deeming it necessary for the effective administration of the Act of Congress of October 2, 1942, the Board hereby determines that adjustments in any wages or salaries over which this Board has jurisdiction and which are paid in any territory or possession of the United States, except Alaska, are exempted from the operation of the said Regulations and therefore may be made without the approval of the Board.

GENERAL ORDER NO. 9

Adjustment in Salaries Totalling Not in Excess of $5,000 Per Annum

I. Jurisdiction of the National War Labor Board

Section 4001.2 of Part 4001 "Regulations Relating to Wages and Salaries," issued on October 27, 1942 by the Economic Stabilization Director and approved by the President provides in part that the National War Labor Board "shall have authority to determine whether any....salary payments to an employee totaling in amount not in excess of $5,000 per annum where such employee

(a) in his relations with his employer is represented by a duly recognized or certified labor organization, or

(b) is not employed in a bona fide executive, administrative or professional capacity.

are made in contravention of the Act of Congress of October 2, 1942, or any ruling, orders or regulations promulgated thereunder."

In other words the Board has jurisdiction over the adjustment of salaries up to $5,000 a year, except for those employees employed in a bona fide executive, administrative or professional capacity who are not represented by duly recognized or certified unions.

Section 4001.6 of said Regulations provides that "in the case of a salary rate of $5,000 or less per annum existing on the date of the approval of these regulations by the President" (namely, October 27, 1942) no increase shall be made without the prior approval of the Board.

The Board hereby defines what is meant by "employed in a bona fide executive, administrative or professional capacity"*.

Executive

The term "employed in a bona fide executive capacity" shall mean any employee --

(A) whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and

(B) who customarily and regularly directs the work of other employees therein, and

(C) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight, and

---

* For the convenience of employers and employees who have been accustomed to the practices prevailing under the Fair Labor Standards Act, these definitions have been taken from the regulations promulgated by the Wage & Hour Administrator, pursuant to Section 13 (a) (1) of the Fair Labor Standards Act of 1938 (52 Stat, 1060), but no provisions of that Act or of any regulations issued thereunder are in any way applicable to the regulations and orders of the National War Labor Board.

(D) who customarily and regularly exercise discretionary powers, and

(E) who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and

(F) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the number of hours worked in the workweek by the employees under his direction; provided that this subsection (F) shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment.

Administrative

The term "employed in a bona fide administrative capacity" shall mean any employee --

(A) who is compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and

(B) (1) who regularly and directly assists an employee employed in a bona fide executive or administrative capacity (as such terms are defined in these regulations), where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or

(2) who performs under only general supervision, responsible nonmanual office or field work, directly related to management policies or general business operations, along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or

(3) whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment; or

(4) who is engaged in transporting goods or passengers for hire and who performs, under only general supervision, responsible outside work of a specialized or technical nature requiring special training, experience, or knowledge, and whose duties require the exercise of discretion and independent judgment.

Professional

The term "employed in a bona fide professional capacity" shall mean any employee who is --

(A) engaged in work--
(1) predominantly intellectual and varied in character as opposed to routine metal, manual, mechanical, or physical work, and

(2) requiring the consistent exercise of discretion and judgment in its performance, and

(3) of such a character that the output produced or the result accomplished cannot be standarized in relation to a given period of time, and

(4) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the hours worked in the workweek by such employees; provided that where such non-professional work is an essential part of and necessarily incident to work of a professional nature, this subsection (4) shall not apply, and

(5) (a) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes; or

(b) predominantly original and creative in character in a recognized field of artistic endeaver as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination, or talent of the employee, and

(B) compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities); provided that this subsection (B) shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof.

II. Effective Date of the Board's Jurisdiction

Pursuant to Section 4001.6 of the said Regulations, increases in salaries which by written agreement executed on or before October 27, 1942, or by formal action communicated to the employees, on or before October 27, 1942, were made applicable to work done prior to October 27, 1942, do not come within the jurisdiction of the Board, notwithstanding such increases are first reflected in a payroll subsequent to October 27, 1942.

III. Salary Increases Which Do Not Require Board Approval

Pursuant to Section 4001.6 of the said Regulations, adjustments may be made in salary rates over which the Board has jurisdiction without the approval of the Board, if they are made in accordance with the terms of a salary agreement or salary rate schedule and as a result of

(a) individual promotions or reclassifications,
(b) individual merit increases within established salary rate ranges,
(c) operation of an established plan of salary increases based on length of service,

(d) increased productivity under incentive plans,
(e) operation of a trainee system, or
(f) such other reasons or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations.

No such adjustments in salary rates, however, shall result in any substantial increase of the level of costs or shall furnish the basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

IV. Exempt Employers

Pursuant to Section 4001.11 of the said Regulations salary adjustments made by employers who employ not more than eight individuals are exempted from the provisions of Sections 4001.6, 4001.7 and 4001.8 of the said Regulations and may therefore be made without the approval of the National War Labor Board.

V. Statutory Salaries and Wages

The said Regulations, pursuant to Section 4001.13 thereof, are not applicable to any salary or wages paid by the United States, any state or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing where the amount of such salary or wages is fixed by statute. Adjustment in such salaries or wages may therefore be made without the approval of the National War Labor Board.

VI. Decreases in Salaries of Less than $5,000 Over Which the National War Labor Board has Jurisdiction as Defined in Section I of This Order.

Pursuant to Section 4001.07 of the said Regulations, no decrease in a salary rate paid to an employee for any particular work, and over which the National War Labor Board has jurisdiction as defined in Section I of this Order, may be made by the employer below the highest salary rate paid for such work between January 1, 1942 and September 15, 1942, without the prior approval of the Board.

GENERAL ORDER NO. 10

The payment to employees, whose wage or salary increases are subject to the jurisdiction of the National War Labor Board, of a bonus, fee, gift, commission or other form of compensation customarily paid to such employees in the past may be continued without the approval of the National War Labor Board provided that,

(a) if in a fixed amount, the total amount so paid to an employee during the current bonus year does not exceed the total so paid to an employee for like work during the preceding bonus year, or

(b) if computed on a percentage, incentive or other similar basis, the rate and the method of computation are not changed in the current bonus year so as to yield a greater amount than that in the preceding bonus year, but a greater amount when resulting from the same rate and method of computation may be paid.

GENERAL ORDER NO. 11

To prevent hardships resulting from innocent action in the period of transition following the issuance of Executive Order No. 9250, dated October 3, 1942, and pursuant to the authority vested in the National War Labor Board by that Executive Order, it is hereby ordered that:

An employer who, on or prior to November 7, 1942, has in good faith given an increase in wages subject to the jurisdiction of the National War Labor Board without the prior approval of the National War Labor Board or exemption under its regulations may apply for approval of such increase on or before December 1, 1942. If satisfied that the employer made the increase in good faith and that the increase is consistent with Executive Order No. 9250, October 3, 1942, and should be approved, the National War Labor Board will make its approval retroactive to the date of the wage increase.

Except as herein provided, an increase which requires approval of the National War Labor Board must receive such approval before it is put into effect.

GENERAL ORDER NO. 12

A state or its political subdivision, or any agency or instrumentality thereof, which proposes to make an adjustment in salaries or wages not fixed by State statute which would otherwise require the prior approval of the National War Labor Board may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments, or to correct inequalities or gross inequities, as defined in the Board's Statement of Wage Policy of November 6, 1942. A certificate by the official or agency authorizing the adjustment stating the nature and amount of such adjustment, and briefly setting forth the facts meeting the foregoing requirement, will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made by a governmental official or agency acting pursuant hereto shall not be retroactive. The certificate prescribed herein, together with four copies thereof, shall be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In exceptional cases where such an adjustment is sought, and in all cases where the agency seeks an adjustment other than by the certification procedure, application for approval shall be filed with the appropriate Regional Office of the National War Labor Board.

Interpretation No. 1 to General Order No. 12

The National War Labor Board, by unanimous vote, determined that the Board's General Order No. 12, on wage and salary adjustments by states and their political subdivisions, applies to employees of the District of Columbia.

GENERAL ORDER NO. 13 ON WAGE STABILIZATION IN BUILDING

(A) As provided in Title III, Section 3, of Executive Order 9250 the Wage Adjustment Board of the Building Construction Industry established by the Secretary of Labor's Administrative Order No. 101 shall continue to perform the duty ascribed to it by that Order as amended by Supplement No. 1 and by the Wage Stabilization Agreement of May 22, 1942, between the Building and Construction Trades Department of the American Federation of Labor and several Government agencies. As provided in the agreement rates are to be revised above the July 1, 1942, levels only where those rates are inadequate because:

(1) they were fixed at a time so long before July 1, 1942, as to be out of line with the general wage then prevailing:

(2) they were applicable in a locality where changing conditions in the building construction industry require a revision of wage rates; or

(3) they do not sufficiently take into account any abnormal changes in conditions.

(B) In the performance of this duty the Wage Adjustment shall take no action which is inconsistent with the terms of Executive Order No. 9250

(C) Any recommendation of the Wage Adjustment Board directed to the parties for a change in wage rates shall be transmitted to the National War Labor Board and shall become a final order of the National War Labor Board seven days after filing unless in the interim the National War Labor Board determines that the recommendation should be stayed for the purpose of review or should be put into operation subject to review. If the National War Labor Board assumes review, it shall enter its order confirming the recommendation of the Wage Adjustment Board or remanding the case to the Wage Adjustment Board for further consideration. The Wage Adjustment Board may refer to the National War Labor Board or the National War Labor Board may bring up on its own motion, any recommendation of the Wage Adjustment Board directed to the parties in order to determine whether the action is inconsistent with the terms of Executive Order No. 9250.

(D) Unless and until otherwise ordered, this order shall apply only to wage adjustments in contracts which were entered into prior to November 5, 1942, or which are otherwise excluded from the operation of Maximum Price Regulation 251 of the Office of Price Administration.

GENERAL ORDER NO. 14

Authorization to the War Department to Pass on Wage and Salary Adjustments for Designated and Civilian Employees

(A) The National War Labor Board hereby delegates to the Secretary of War, to be exercised on his behalf by the Wage Administration Section within the Civilian Personnel Division, Headquarters, Services of Supply (hereinafter referred to as the "War Department Agency"), the power to rule upon all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering civilian employees within the continental limits of the United States and Alaska, employed by

(1) the War Department,
(2) the Army Exchange Service, and
(3) government-owned, privately-operated facilities of the War Department,

all in accordance with the further provisions of this Order.

(B) There shall be a standing tripartite Appeals Committee, to consist of two representatives to be appointed by the War Department Agency and two representatives each of industry and labor to be appointed by the National War Labor Board. The Committee may have such assistants as the Board may designate. The Board hereby delegates to the Appeals Committee the power to pass upon appeals from rulings by the War Department Agency under category A (3) above, and to perform such other duties as are hereinafter prescribed.

(C) In the performance of their respective duties the War Department Agency and the Appeals Committee shall comply with the terms of Executive Order No. 9250, dated October 3, 1942, and all general orders and policies of the National War Labor Board announced thereunder. The War Department Agency, without making an initial ruling thereon, may refer to the Board, through the Appeals Committee, for decision by the Board any case which in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(D) The War Department Agency and the Appeals Committee shall transmit to the Review and Analysis Division of the National War Labor Board copies of their respective rulings and rules of procedure as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(E) Any ruling by the War Department Agency hereunder shall be final, subject

(1) to the National War Labor Board's ultimate power to review rulings on its own initiative, and
(2) in cases under category A (3) above, to the right of any aggrieved party, within a period of ten days after the issuance of the ruling, to file an appeal with the Appeals Committee.

(F) Any ruling by the Appeals Committee hereunder shall be final, subject

(1) to the National War Labor Board's ultimate power to review rulings on its own initiative, and
(2) to the right of any aggrieved party, including the War Department, within a period of ten days after the issuance of the ruling, to petition the National War Labor Board for leave to appeal to the Board. The burden shall be upon the petitioner in such cases to show why the Board should be called upon to act.

(G) Any ruling by the War Department Agency hereunder shall be deemed to be the act of the National War Labor Board unless and until reversed or modified by the Appeals Committee or by the Board. Any such order of reversal or modification shall allow the War Department Agency a period of two weeks after (1) the time for appeal from the order of the Appeals Committee has elapsed, or (2) if the case has been appealed to the Board, from the date of the Board's order, within which to comply with the order.

(H) The term "government-owned, privately-operated facilities of the War Department" shall include for the purposes of this Order only those facilities (1) in which the War Department has contractual responsibility for the approval of pay roll costs, and (2) which are designated in lists furnished from time to time to the Board by the War Department Agency. The Board may at any time, upon at least seven days' notice to the War Department Agency, strike from the list any facility if the Board believes that the policies of Executive Order No. 9017 or Executive Order No. 9250 will be furthered by the Board's acting directly upon the wage and salary adjustments of such facility.

(I) Where disputes about wages or salaries arise between the private operators of said facilities and their employees, the disputes shall be referred to the War Department Agency. The Agency's rulings in such cases shall be final, subject to the same rights of appeal and review as in cases of rulings by the Agency upon applications for voluntary wage or salary adjustments. The Agency's jurisdiction over disputes shall include only those concerning wages and salaries. The National War Labor Board may in its discretion refer other disputes to the Appeals Committee for such action as the Board may specify in the particular case.

GENERAL ORDER NO. 15
(Adopted November 24, 1942)

Where under the provisions of a bona fide collective agreement there has been established an impartial chairman, umpire or arbitrator whose duties include the fixing of rates for new jobs, his decisions so rendered need not be submitted for approval to the National War Labor Board, provided that:

(1) The rate for each new job shall be fixed in an amount which is directly related to and in balance with the established rates of the other jobs covered by the agreement, and shall be consistent with the Board's Wage Stabilization Policy of November 6, 1942.

(2) A bi-weekly report of rates so fixed shall be transmitted to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to establish the aforesaid relationship and balance.

(3) Such decisions shall be subject to the Board's ultimate power review but any modification or reversal thereof will not be retroactive.

(4) The establishment of such rates should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

GENERAL ORDER NO. 16
(Adopted November 24, 1942)

Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quantity of work performed, may be made without approval of the National War Labor Board, provided that:

(1) Such adjustments are reported, when made, to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to show that they are in accordance with the policy referred to above;

(2) Such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive;

(3) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Authorization to the Office of Price Administration to Establish Area Pay Scales for Local Board Clerks

§803.17 - General Order No. 17 (a) The National War Labor Board authorizes the Office of Price Administration in establishing area pay scales for its local board clerks to apply in each area the appropriate area pay scale set forth in the instructions contained in its Field Administrative Letter No. 7, Revised, Supplement Number 1; provided, however, that before any such pay scale is made effective it must be certified by the Regional Director of the National War Labor Board that the pay scale appropriate to the area has been properly chosen in accordance with the provisions of said instructions.

(b) Upon approval by the Regional Director the new rates shall apply to all new appointments, promotions, demotions, transfers, and replacements, but they shall not be applied to reduce the rates of pay of present employees in their present positions.

(c) The Office of Price Administration shall file with the Board's appropriate Regional Office copies of any proposed changes in area pay scales, and shall supply any other information or reports the Board may require.

(d) The Regional Director is hereby authorized to approve such proposed changes in area pay scales, when so filed, unless he finds them inconsistent with Executive Order 9250 and the policies and orders of the National War Labor Board. His action on such proposed changes shall be subject to the review provided in the Board's "Procedure in Cases of Voluntary Applications for Wage Adjustments by Private Employers."

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

(Adopted by the Board December 2, 1942)

Authorization to the Navy Department to Pass on Wage and Salary Adjustments of Its Per Diem Civilian Employees

§803.18 - General Order No. 18 (a) The National War Labor Board hereby delegates to the Secretary of the Navy, to be exercised in his behalf by the Office of the Assistant Secretary of the Navy (hereinafter referred to as "The Navy Department Agency"), power to rule upon all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board), covering civilian employees within the continental limits of the United States and Alaska, employed directly by the Navy Department (but excluding persons employed in government owned, privately operated facilities of the Navy Department), all in accordance with the further provisions of this order.

(b) In the performance of its duties hereunder the Navy Department Agency shall comply with the terms of Executive Order No.

9250, dated October 3, 1942, and all General Orders and policies of the National War Labor Board, heretofore or hereafter, announced thereunder. The Navy Department Agency, without making an initial ruling thereon, may refer to the Board for decision by the Board, any case which in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Navy Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board copies of its rulings and rules of procedure, if any, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Navy Department Agency or the Secretary of the Navy, hereunder shall be final, subject to the National War Labor Board's ultimate power to review rulings on its own initiative.

(e) Any ruling by the Navy Department Agency or the Secretary of the Navy hereunder shall be deemed to be the act of the National War Labor Board, unless and until reversed or modified by the Board. Any such order of reversal or modification shall allow a period of two weeks from the date of the Board's order within which to comply with the order.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Procedure Relative to Approval of Adjustments in the Rates of Pay of Employees of the Federal Reserve System

(Adopted December 8, 1942)

§803.19 - General Order No. 19 (a) The Board of Governors of the Federal Reserve System and any of the twelve Federal Reserve Banks, which proposes to make adjustments in the salaries or wages of their employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments, or to correct inequalities, or gross inequities, as defined in the Board's Statement of Wage Policy of November 6, 1942, and any other General Order or policy heretofore or hereafter announced thereunder.

(b) A certificate by the official authorizing the adjustments, stating the nature and amount of such adjustment and briefly setting forth the facts meeting the foregoing requirement will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made pursuant hereto shall not be retroactive.

(c) In the case of adjustments made hereunder by any of the twelve Federal Reserve Banks, the certificate above mentioned shall, prior to transmittal to the Joint Committee hereafter described, be transmitted to and shall be subject to the approval of the Board of Governors of the Federal Reserve System.

(d) The certificate prescribed herein, together with four (4) copies thereof, shall be filed promptly with the Committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or Commissioner, as the case may require.

(e) The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In exceptional cases where such an adjustment is sought, and in all cases where an adjustment is sought other than by the certification procedure, application for approval shall be filed with the appropriate regional office of the National War Labor Board.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Procedure Relative to Approval of Adjustments in the Rates of Pay of Employees of the United States Employment Service

(Adopted December 8, 1942)

§803.20 - General Order No. 20 (a) The United States Employment Service or any of its state administrative offices which proposes to make adjustments in the salaries or wages of its employees not fixed by statute, which would otherwise require the prior approval of the National War Labor Board, may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments or to correct inequalities or gross inequities, as defined in the Board's Statement of Wage Policy of November 6, 1942, and any other General Order or policy heretofore or hereafter announced thereunder.

(b) A certificate by the appropriate official of the United States Employment Service stating the nature and amount of such adjustment, and briefly setting forth the facts meeting the foregoing requirement, will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made by the United States Employment Service or one of its state administrative offices acting pursuant hereto shall not be retroactive.

(c) The certificate prescribed herein, together with four copies thereof, shall be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

(d) The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area community. In exceptional cases where such an adjustment is sought, application for approval shall be filed with the appropriate Regional Office of the National War Labor Board.

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Authorization to the Department of the Interior to Pass on Wage and Salary Adjustments for Designated Employees

(Adopted December 8, 1942)

§803.21 - General Order No. 21 (a) The National War Labor Board hereby delegates to the Secretary of the Interior, to be exercised on his behalf by the Special Adviser on Labor Relations to the Secretary of the Interior (hereinafter referred to as the Interior Department Agency), the power to approve or disapprove all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering employees of the Interior Department within the continental limits of the United States and Alaska whose wages or salaries are not fixed by statute, all in accordance with the further provisions of this order.

(b) In the performance of its duties hereunder the Interior Department Agency shall comply with the terms of Executive Order 9250, dated October 3, 1942 and any other General Order or policy of the National War Labor Board heretofore or hereafter issued thereunder. The Interior Department Agency, without making an initial ruling thereon may refer to the Board, for decision by the Board, any case which in the opinion of the agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(c) The Interior Department Agency shall transmit to the Review and Analysis Division of the National War Labor Board copies of its rulings, and rules of procedure, if any, as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(d) Any ruling by the Interior Department Agency hereunder shall be deemed to be the act of the National War Labor Board and shall be final subject to the National War Labor Board's ultimate power to review rulings on its own initiative, and to reverse or modify the same. Any such, order of reversal or modification shall not be retroactive and shall allow the Interior Department Agency a period of two weeks from the date of the Board's order, within which to comply with the order.

(e) Nothing herein contained shall be construed as affecting the advisory duties and functions of the following Wage Boards heretofore constituted by order of the Secretary of the Interior and any similar Boards so constituted in the future:

(1) Boulder Canyon Project Wage Board

(2) Columbia Basin Project Wage Board

(3) Central Valley Project Wage Board

(4) Parker Dam Power Project Wage Board

(5) Boulder City Experiment Station Wage Board

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

(Adopted December 8, 1942)

§803.22 - General Order No. 22 (A) No clause contained in any labor agreement, commonly known as an "escalator clause", relating to wages or salaries subject to the jurisdiction of the National War Labor Board, regardless of when the agreement was made, which provides for an adjustment in wage rates after October 3, 1942, or an adjustment in salary rates after October 27, 1942 because of changes in the cost of living, shall be enforced, where such adjustment would result in rates in excess of fifteen per cent above the average straight time hourly rates or equivalent salary rates prevailing on January 1, 1942.

(B) Adjustments within the fifteen per cent limit must be submitted for approval by the Board in the usual manner.

NATIONAL WAR LABOR BOARD

Part 803--General Orders

Increases in Wage Rates

803.1 General Order No. 1. (a) All increases in wage rates which have been directed by the War Labor Board prior to October 3, 1942, shall be put into effect in accordance with the terms of the Directive Order in each particular case.

(b) General Order No. 1 shall apply also to salaries subject to the jurisdiction of the Board as defined in 803.9.

Adustment of Labor Disputes

803.2 General Order No. 2. The procedures in the National War Labor Board for the adjustment of labor disputes affecting wages established under Executive Order 9017 shall remain in full force and operation, and in all present or future cases in which the jurisdiction of the Board has attached or shall attach by certification or otherwise, the parties shall be deemed to have given notice within the terms of Title II, section 1, of Executive Order 9250.

Increases in Wage Rates

803.3 General Order No. 3. The National War Labor Board hereby approves all increases in wage rates which were put into effect on or before October 3, 1942: Provided, however, That the Board reserves the power under the provisions of Title III, section 3, of the Executive Order to disapprove any such wage rate which it may find to be inconsistent with the policy enunciated in the said Executive Order or hereafter formulated by the Economic Stabilization Director and in case of such disapproval to order the discontinuance of further payment of such wages.

(Interpretation No. 1)

The words "increases in wage rates which were put into effect on or before October 3" include increases in wage rates which by written agreement entered into on or before October 3, 1942, or by formal action communicated to the employees on or before October 3, 1942, were made applicable to work done prior to October 3, 1942, notwithstanding such increases were first reflected in a payroll subsequent to October 3, 1942.

(Interpretation No. 2)

Any change in wage rates, regardless of its effective date, which results from the award or decision of an arbitrator or referee made after October 3, 1942, is subject to the provisions of Executive Order No. 9250, dated October 3, 1942, notwithstanding the agreement or order for arbitration or reference was made on or before October 3, 1942.

(Interpretation No. 3)

Unless otherwise expressly exempted, any change in wage rates provided for in any exisiting agreement to take effect at some future date or on the happening of some future event, is subject to the provisions of Executive Order No. 9250 dated October 3, 1942, regardless of when the agreement was made.

Wage Adjustments for Small Businesses

803.4 General Order No. 4. Wage adjustments made by employers who employ not more than eight (8) individuals are exempted from the provisions of the Executive Order 9250 of October 3, 1942.

(Interpretation No. 1)

The exemption granted by General Order No. 4 to employers who employ not more than eight individuals does not apply to employers who own or operate more than one plant or unit where the aggregate of employees in such plants or unite exceeds eight.

(Interpretation No. 2)

The exemption provided for by General Order No. 4 shall not apply to employers whose employees' wages, hours or working conditions have been established or negotiated on an industry, association, area or other similar basis, whether by master contract or by separate but similar or identical contracts.

Wage Adjustments in Cases of Established Wage Agreements

803.5 General Order No. 5. Wage adjustments may be made in the rates of individual employees, without approval of the National War Labor Board, if they are incident to the application of the terms of an established wage agreement or to established wage rate schedules covering the work assignments of employees and are made as a result of:

(a) Individual promotions or reclassifications.
(b) Individual merit increases within established rate ranges.
(c) Operation of an established plan of wage increases based upon length of service.
(d) Increased productivity under piece-work or incentive plans.
(e) Operation of an apprentice or trainee system.

The Board further finds that adjustments of wages made under this order should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

(Interpretation No. 1)

The fixing of a piece-rate which was theretofore set only tentatively for trial purposes, and the re-setting of a piece-rate which was found to have been set in the first instance so as to yield less than the regularly established or normal amount prevailing in the plant for that type of job, are each "wage adjustments. . . . . incident to the application of the terms of an established wage agreement or to established wage rate schedules" within the meaning of General Order No. 5, and may therefore be made without approval of the National War Labor Board.

Hiring at Rates in Excess of Established Rates

803.6 General Order 6. (a) The hiring of an individual at a wage rate in excess of the rate previously established in the plant for employees of similar skill and productive ability within the classification in which the individual is employed is a "wage increase" within the meaning of Executive Order No. 9250.

(b) If a wage rate for a job classification has not theretofore been established by the employer for the plant involved, the rate shall be fixed at a level not exceeding that which prevails for similar classifications within the area, unless a higher rate is approved by the National War Labor Board.

(c) General Order No. 6 shall apply also to salaries subject to the jurisdiction of the Board as defined in 803.9.

Increases in Compliance with Operation
of Fair Labor Standards Act

803.7 General Order 7. Since Title VI, section 1 of Executive Order No. 9250, dated October 3, 1942, states that "nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act," and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders.

Adjustment of Wages or Salaries in Territories
and Possessions

803.8 General Order 8. Exercising the authority vested in the National War Labor Board by 4001.14 of Part 4001, Regulations Relating to Wages and Salaries, issued on October 27, 1942, by the Economic Stabilization Director and approved by the President, and deeming it necessary for the effective administration of the Act of Congress of October 2, 1942, the Board hereby determines that adjustments in any wages or salaries over which this Board has jurisdiction and which are paid in any territory or possession of the United States, except Alaska, are exempted from the operation of the said regulations and therefore may be made without the approval of the Board

Salaries Totalling Not in Excess of $5,000 Per Annum

803.9 General Order 9. (a) Jurisdiction of the National War Labor Board. Section 4001.2 of Part 4001 "Regulations Relating to Wages and Salaries," issued on October 27, 1942, by the Economic Stabilization Director and approved by the President provides in part that the National War Labor Board:

Shall have the authority to determine whether any *** salary payments to an employee totaling in amount not in excess of $5,000 per annum where such employee:

(1) In his relations with his employer is represented by a duly recognized or certified labor organization or

(2) Is not employed in a bona fide executive, administrative or professional capacity, are made in contravention of the Act of Congress of October 2, 1942, or any ruling, orders or regulations promulgated thereunder.

In other words the Board has jurisdiction over the adjustment of salaries up to $5,000 a year, except for those employees employed in a bona fide executive, administrative or professional capacity who are not represented by duly recognized or certified unions.

Section 4001.6 of said regulations provides that "in the case of a salary rate of $5,000 or less per annum existing on the date of the approval of these regulations by the President" (namely, October 27, 1942) no increase shall be made without the prior approval of the Board.

The Board hereby defines what is meant by "employed in a bona fide executive, administrative or professional capacity".

(1) Executive. The term "employed in a bona fide executive capacity" shall mean any employee:

(i) Whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and

(ii) Who customarily and regularly directs the work of other employees therein, and

(iii) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight, and

(iv) Who customarily and regularly exercises discretionary powers, and

(v) Who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and

(vi) Whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the number of hours worked in the workweek by the employees under his direction: Provided, That this subdivision (vi) shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment.

(2) Administrative. The term "employed in a bona fide administrative capacity" shall mean any employee:

(i) Who is compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and

(ii) (a) Who regularly and directly assists an employee employed in a bona fide executive or administrative capacity (as such terms are defined in these regulations), where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or (b) who performs under only general supervision, responsible nonmanual office or field work, directly related to management policies or general business operations along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or (c) whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment; or (d) who is engaged in transporting goods or passengers for hire and who performs, under only general supervision, responsible outside work of a specialized or technical nature requiring special training, experience, or knowledge, and whose duties require the exercise of discretion and independent judgment.

(3) Professional. The term "employed in a bona fide professional capacity" shall mean any employee who is:

(i) Engaged in work (a) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work, and (b) requiring the consistent exercise of discretion and judgment in its performance, and (c) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and (d) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the hours worked in the workweek by such employees: Provided, That where such non-professional work is an essential part of and necessarily incident to work of a professional nature, this subdivision (d) shall not apply, and (e) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes; or predominantly original and creative in character in a recognized field of artistic endeavor as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination, or talent of the employee, and

(ii) Compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities): Provided, That this subdivision (ii) shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof.

(b) Effective date of the Board's jurisdiction. Pursuant to 4001.6 of the said regulations, increases in salaries which by written agreement executed on or before October 27, 1942, or by formal action communicated to the employees on or before October 27, 1942, were made applicable to work done prior to October 27, 1942, do not come within the jurisdiction of the Board, notwithstanding such increases are first reflected in a payroll subsequent to October 27, 1942.

(c) Salary increases which do not require Board approval. Pursuant to 4001.6 of the said regulations, adjustments may be made in salary rates over which the Board has jurisdiction without the approval of the Board if they are made in accordance with the terms of a salary agreement or salary rate schedule and as a result of:

(i) Individual promotions or reclassification,

(ii) Individual merit increases within established salary rate ranges,

(iii) Operation of an established plan of salary increases based on length of service,

(iv) Increased productivity under incentive plans,

(v) Operation of a trainee system, or

(vi) Such other reasons or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations.

No such adjustments in salary rates, however, shall result in any substantial increase in the level of costs or shall furnish the basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

(d) Exempt employers. Pursuant to 4001.11 of the said regulations salary adjustments made by employers who employ not more than eight individuals are exempted from the provisions of 4001.6, 4001.7 and 4001.9 of the said regulations and may therefore be made without the approval of the National War Labor Board.

(e) Statutory salaries and wages. The said regulations, pursuant to 4001.13 thereof, are not applicable to any salary or wages paid by the United States, any state or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing where the amount of such salary or wages is fixed by statute. Adjustment in such salaries or wages may therefore be made without the approval of the National War Labor Board.

(f) Decreases in salaries of less than $5,000 over which the National War Labor Board has jurisdiction as defined in paragraph (a) of this order. Pursuant to 4001.7 of the said regulations, no decrease in a salary rate paid to an employee for any particular work, and over which the National War Labor Board has jurisdiction as defined in paragraph (a) of this order, may be made by the employer below the highest salary rate paid for such work between January 1, 1942, and September 15, 1942, without the prior approval of the Board.

Payment of a Bonus, etc.

303.10 General Order No. 10. (a) The payment to employees, whose wage or salary increases are subject to the jurisdiction of the National War Labor Board, of a bonus, fee, gift, commission or other form of compensation, customarily paid to such employees in the past may be continued without the approval of the National War Labor Board, Provided, That,

(1) If in a fixed amount, the total amount so paid to an employee during the current bonus year does not exceed the total so paid to an employee for like work during the preceding bonus year, or

(2) If computed on a percentage, incentive or other similar basis, the rate and method of computation are not changed in the current bonus year so as to yield a greater amount than that in the preceding bonus year, but a greater amount when resulting from the same rate and method of computation may be paid.

Increases prior to November 7, 1942

303.11 General Order No. 11. To prevent hardships resulting from innocent action in the period of transition following the issuance of Executive Order No. 9250, dated October 3, 1942, and pursuant to the authority vested in the National War Labor Board by that Executive Order; It is hereby ordered,

That:

(a) An employer who, on or prior to November 7, 1942, has in good faith given an increase in wages subject to the jurisdiction of the National War Labor Board without the prior approval of the National War Labor Board or exemption under its regulations may apply for approval of such increase on or before December 1, 1942. If satisfied that the employer made the increase in good faith and that the increase is consistent with Executive Order No. 9250, October 3, 1942, and should be approved, the National War Labor Board will make its approval retroactive the date of the wage increase.

(1) Except as herein provided, an increase which requires approval of the National War Labor Board must receive such approval before it is put into effect.

Wage or Salary Adjustments For State Governments

803.12 General Order No. 12. A state or its political subdivision, or any agency or instrumentality thereof, which proposes to make an adjustment in salaries or wages not fixed by State statute which would otherwise require the prior approval of the National War Labor Board may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments, or to correct inequalities or gross inequities, as defined in the Board's Statement of Wage Policy of November 6, 1942. A certificate by the official or agency authorizing the adjustment stating the nature and amount of such adjustment, and briefly setting forth the facts meeting the foregoing requirement, will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made by a governmental official or agency acting pursuant hereto shall not be retroactive. The certificate prescribed herein, together with four copies thereof, shall be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In exceptional cases where such an adjustment is sought, and in all cases where the agency seeks an adjustment other than by the certification procedure, application for approval shall be filed with the appropriate Regional Office of the National War Labor Board.

Wage Stabilization in Building

803.13 General Order No. 13. (a) As provided in Title III, section 3 of Executive Order No. 9250 the Wage Adjustment Board of the Building Construction Industry established by the Secretary of Labor's Administrative

Order No. 101 shall continue to perform the duty ascribed to it by that order as amended by Supplement No. 1 and by the Wage Stabilization Agreement of May 22, 1942, between the Building and Construction Trades Department of the American Federation of Labor and several Government agencies. As provided in the agreement rates are to be revised above the July 1, 1942, levels only where those rates are inadequate because:

(1) They were fixed at a time so long before July 1, 1942, as to be out of line with the general wages then prevailing;
(2) They were applicable in a locality where changing conditions in the building construction industry require a revision of wage rates; or
(3) They do not sufficiently take into account any abnormal changes in conditions.

(b) In the performance of this duty the Wage Adjustment Board shall take no action which is inconsistent with the terms of Executive Order No. 9250.

(c) Any recommendation of the Wage Adjustment Board directed to the parties for a change in wage rates shall be transmitted to the National War Labor Board and shall become a final order of the National War Labor Board seven days after filing unless in the interim the National War Labor Board determines that the recommendation should be stayed for the purpose of review or should be put into operation subject to review. If the National War Labor Board assumes review, it shall enter its order confirming the recommendation of the Wage Adjustment Board or remanding the case to the Wage Adjustment Board for further consideration. The Wage Adjustment Board may refer to the National War Labor Board or the National War Labor Board may bring up on its own motion, any recommendation of the Wage Adjustment Board directed to the parties in order to determine whether the action is inconsistent with the terms of Executive Order No. 9250.

(d) Unless and until otherwise ordered this order shall apply only to wage adjustments in contracts which were entered into prior to November 5, 1942, or which are otherwise excluded from the operation of Maximum Price Regulation 251 of the Office of Price Administration.

Authorization to the War Department Regarding Certain Civilian Employees

803.14 General Order No. 14. (a) The National War Labor Board hereby delegates to the Secretary of War, to be exercised on his behalf by the Wage Administration Section within the Civilian Personnel Division, Head-Quarters, Services of Supply (hereinafter referred to as the "War Department Agency"), the power to rule upon all applications for wage and salary adjustments (insofar as approval thereof has been made a function of the National War Labor Board) covering civilian employees within the continental limits of the United States and Alaska, employed by (1) the War Department, (2) the Army Exchange Service, and (3) government-owned, privately-operated facilities of the War Department, all in accordance with the further provisions of this order.

(b) There shall be a standing tripartite Appeals Committee, to consist of two representatives to be appointed by the War Department Agency and two representatives each of industry and labor to be appointed by the National War Labor Board. The Committee may have such assistants as the Board may designate. The Board hereby delegates to the Appeals Committee the power to pass upon appeals from rulings by the War Department Agency under category (a) (3) above, and to perform such other duties as are hereinafter prescribed.

(c) In the performance of their respective duties the War Department Agency and the Appeals Committee shall comply with the terms of Executive Order No. 9250, dated October 3, 1942, and all general orders and policies of the National War Labor Board announced thereunder. The War Department Agency, without making an initial ruling thereon, may refer to the Board, through the Appeals Committee, for decision by the Board any case which in the opinion of the Agency presents doubtful or disputed questions of sufficient seriousness and import to warrant direct action by the Board.

(d) The War Department Agency and the Appeals Committee shall transmit to the Review and Analysis Division of the National War Labor Board copies of their respective rulings and rules of procedure as they are issued, and such additional data and reports as said Division or the Board may from time to time deem necessary.

(e) Any ruling by the War Department Agency hereunder shall be final, subject (1) to the National War Labor Board's ultimate power to review rulings on its own initiative, and (2) in cases under category (a) (3) above, to the right of any aggrieved party within a period of ten days after the issuance of the ruling, to file an appeal with the Appeals Committee.

(f) Any ruling by the Appeals Committee hereunder shall be final subject (1) to the National War Labor Board's ultimate power to review rulings on its own initiative, and (2) to the right of any aggrieved party including the War Department, within a period of ten days after the issuance of the ruling, to petition the National War Labor Board for leave to appeal to the Board. The burden shall be upon the petitioner in such cases to show why the Board should be called upon to act.

(g) Any ruling by the War Department Agency hereunder shall be deemed to be the act of the National War Labor Board unless and until reversed or modified by the Appeals Committee or by the Board. Any such order of reversal or modification shall allow the War Department Agency a period of two weeks after (1) the time for appeal from the order of the Appeals Committee has elapsed, or (2) if the case has been appealed to the Board, from the date of the Board's order, within which to comply with the order.

(h) The term "government-owned, privately-operated facilities of the War Department" shall include for the purposes of this order only those facilities (1) in which the War Department has contractual responsibility for the approval of pay roll costs, and (2) which are designated in lists furnished from time to time to the Board by the War DepartmentAgency. The Board may at any time, upon at least seven days' notice to the War Department agency, strike from the list any facility if the Board believes that the policies of Executive Order No. 9017 or Executive Order No. 9250 will be furthered by the Board's acting directly upon the wage and salary adjustments of such facility.

(i) Where disputes about wages or salaries arise between the private operators of said facilities and their employees, the disputes shall be referred to the War Department Agency. The Agency's rulings in such cases shall be final, subject to the same rights of appeal and review as in cases of rulings by the Agency upon applications for voluntary wage or salary adjustments. The Agency's jurisdiction over disputes shall include only those concerning wages and salaries. The National War Labor Board may in its discretion refer other disputes to the Appeals Committee for such action as the Board may specify in the particular case.

Decisions of Arbitrators, etc.

803.15 General Order No. 15. (a) Where under the provisions of a bona fide collective agreement there has been established an impartial chairman, umpire or arbitrator whose duties include the fixing of rates for new jobs, his decisions so rendered need not be submitted for approval to the National War Labor Board: Provided, That:

(1) The rate for each new job shall be fixed in an amount which is directly related to and in balance with the established rates of other jobs covered by the agreement, and shall be consistent with the Board's Wage Stabilization Policy of November 6, 1942.

(2) A bi-weekly report of rates so fixed shall be transmitted to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to establish the aforesaid relationship and balance.

(3) Such decisions shall be subject to the Board's ultimate power review but any modification or reversal thereof will not be retroactive.

(4) The establishment of such rates should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

Wages of Females

803.16 General Order No. 16. (a) Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quantity of work performed, amy be made without approval of the National War Labor Board: Provided, That:

(1) Such adjustments are reported, when made, to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to show that they are in accordance with the policy referred to above;

(2) Such adjustments shall be subject to the Board's ultimate power of review but any modification or reversal thereof will not be retroactive;

(3) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

Wage Adjustments For Small Businesses

Section 803.4, General Order No. 4, is amended by adding paragraphs (a) and (b) to read as follows:

803.4 General Order No. 4. * * * (a) General Order No. 4, exempting employers who employ not more than eight individuals from the provisions of said Executive Order, shall not apply to the employment of tool and die workers.

(b) The time as of which to determine whether an employer employs "not more than eight individuals" within the meaning of General Order No. 4 is the time when the wage or salary adjustment is agreed to, or, if it is not made by agreement, the time when it is put into effect. But an employer who, during any given year following October 3, 1942, in the case of wages, or October 27, 1942, in the case of salaries, has made adjustments affecting in the aggregate eight employees, will not, if he wishes to make any further adjustments within said year, be exempt under General Order No. 4.

New Job Classifications

An interpretation to 803.6 is issued to read as follows:

803.6 General Order No. 6. * * *

Interpretation No. 1

Question: Paragraph (b) of General Order No. 6 provides that unless a higher rate is approved by the Board, the rate for a new job classification shall be fixed "at a level not exceeding that which prevails for similar classifications within the area." What is the meaning of the quoted phrase? Specifically, must the rate on new jobs be fixed at not exceeding the average of the rates in the area for similar classifications, if the employer is to be free to proceed without the necessity of seeking approval by the Board of what otherwise would constitute a wage increase?

Answer: The object of paragraph (b) of General Order No. 6 was to prevent an employer, upon opening a new plant or creating new job classifications in his existing plant, from paying rates which would unstabilize the rate structure in the area affected by his action. In interpreting General Order No. 6 this object should be kept in mind, and the order should be given a practical and common sense reading.

1. The creation of a new job classification in an existing plant. (a) Major considerations to be borne in mind in making rulings in these cases are that the rates for the new jobs should bear a direct relation to and be in balance with the existing rate structure in the plant. If comparison with other rates in these cases are that the rates for the new rates should bear the same relation to rates for similar classifications in the area as the existing rates in the plant bear to comparable rates in the area.

(b) In these cases of creating new job classifications in existing plants the local Wage and Hour offices, guided by the above considerations and with the approval of the appropriate Wage and Hour Regional Director, may make final rulings except in unusual circumstances, for example where it is proposed to set up in an existing plant a new department of substantial size. In such exceptional cases, the application for a ruling should be transmitted by the local Wage and Hour office to the War Labor Board Regional Director and there be processed as set out below.

2. The establishment of a new plant. (a) Whether in a given case it would unstabilize wages in the area to permit a particular employer to fix the rates for a new plant at any level up to the maximum being paid in the area, or whether he should be permitted to pay only the average, or less than the average, will depend on his traditional wage history in relation to the wages of the industry generally, or of the area if he has theretofore operated in the area, the nature of the work in which he is engaged, the rates being paid for comparable work in comparable establishments, and other pertinent factors.

(b) Applications in these cases should be transmitted, without a ruling by the local Wage and Hour office but with such information as said office may deem helpful, to the War Labor Board Regional Director. In his discretion the Regional Director may rule on the case or refer it for a ruling to a tripartite panel. If the new plant is of substantial size and will employ a large proportion of skilled labor, the Regional Director should refer the case to a panel.

(c) It will be proper and sometimes necessary for the Regional Director or the panel to hold hearings relative to the proper level at which the applicant's rates for the new plant should be fixed. To such a hearing should be invited interested representatives of industry and labor.

3. In all cases the applicant should show the data on the basis of which the proposed rates were determined.

Question: Does the foregoing relate to salaries as well as wages?

Answer: Yes, under General Order No. 6-A.

Women's Bureau
U. S. Department of Labor
Washington

Executive Order Stabilizing Living Cost by Wage and Price Control

Title II.
Wage and Salary Stabilization Policy

1. 1. No increases in wage rates, granted as a result of voluntary agreement, collective bargaining, conciliation, arbitration, or otherwise, and no decreases in wage rates, shall be authorized unless notice of such increases or decreases shall have been filed with the National War Labor Board and unless the National War Labor Board has approved such increases or decreases.

2. The National War Labor Board shall not approve any increase in the wage rates prevailing on September 15, 1942, unless such increase is necessary to correct maladjustments or inequalities, to eliminate substandards of living, to correct gross inequities, or to aid in the effective prosecution of the war.

Provided, however, that where the National War Labor Board or the Price Administrator shall have reason to believe that a proposed wage increase will require a change in the price ceiling of the commodity or service involved, such proposed increase, if approved by the National War Labor Board, shall become effective only if also approved by the Director.

3. The National War Labor Board shall not approve a decrease in the wages for any particular work below the highest wages paid therefor between January 1, 1942, and September 15, 1942, unless to correct gross inequities and to aid in the effective prosecution of the war.

4. The National War Labor Board shall, by general regulation, make such exemptions from the provisions of this title in the case of small total wage increases or decreases as it deems necessary for the effective administration of this order.

Mindy

NATIONAL WAR LABOR BOARD

For immediate release B 217
September 25, 1942

The National War Labor Board today directed Brown & Sharpe Manufacturing Company, Providence, R. I., to standardize and simplify their wage schedules and to include in their agreement with the International Association of Machinists, AFL, a clause "which adopts the principle of 'equal pay for equal work' for female employees who, in comparable jobs, produce work of the same quantity and quality as that performed by men." The company employs 7600 workers.

The Board also revised and strengthened its maintenance of membership order of June 2, because "18 days after the issuance of the interim directive order granting the maintenance of membership, the company posted on the bulletin board a statement expressing its reluctant acceptance and indicating its recalcitrant attitude toward the union and toward the decision of this Board," according to the opinion on this issue written by Frank P. Graham, public member.

"The Board fails to find any valid justification," Dr. George W. Taylor, Vice Chairman, stated in writing the opinion for the Board on the wage issue "for continuing a wage schedule which specifies differentials in base rates for identical or closely similar occupations. On the contrary, the Board is convinced that such a condition is not conducive to maximum production. The establishment of the simplified and standardized wage schedule, as directed by the Board, can be an important factor in developing improved efficiency and better industrial relations in this vital war plant.

"Nor will the highly desirable standardization of rates result in any significant increase in the company's total wage bill. The standardization program is to be gradually accomplished by adjustments made in some occupational groups upon the issuance of the directive order, in others on October 15 and in others on December 15. As the panel clearly points out, the adjustment in the wage schedule for standardization purposes 'will in large part supersede the normal company policy of making 200 to 300 individual increases per month, at least until standardization of rates is completed on December 15, 1942. Thereafter, the Union must expect a slower tempo of individual rate adjustments than the Company customarily awarded in accordance with the present "merit" system.'"

"The National War Labor Board has accepted the general principle of paying wages to female employees on the basis of 'equal pay for equal work,'" Dr. Taylor said in his opinion on this issue. "There should be no discrimination between employees of equal ability employed on similar work where production is substantially the same."

Dr. Taylor pointed out that this principle was adopted in 1918 by the War Labor Board in World War I and had been used by both the National Defense Mediation Board and the present Board.

"The present case," he stated, "requires an even more complete statement of the manner in which the principle of 'equal pay for equal work' is to be effectuated. Such a statement is of cogent importance at this time. Our country will depend more and more upon its women to produce the materials with which its men will fight. In calling upon American women to assume a vital role on the industrial front, the country has an obligation to provide the utmost assurance that they will not be subject to discriminatory treatment in their compensation. They have a right to ecnomic equality.

"In treating this question in the present case, the panel has recommended, in part, that 'Rates of pay for female employees will be based upon the established rates for the work performed. Where such work is identical with, or substantially the same as, that performed by men on the same or comparable operations, the base rates and hourly rates will be the same.' The wording of the above-quoted section indicates the impropriety of using slight or inconsequential changes in job content or in method of operation as a sole reason for setting up a wage differential against women employees. . . The Board approves the above-quoted wording as recommended by the panel with the proviso, however, that it cannot be interpreted solely in relation to the physical characteristics of the operation performed. It must also be related to the quality and quantity of production turned out. Female employees assigned to the same operation which has been or which is performed by men should receive the same pay when they produce the same quantity and quality of output. . .

"In its recommended clause, the panel takes specific cognizance of the fact that it is often impossible or inadvisable for female employees to undertake heavy physical labor which has been established as a part of certain jobs when they are performed by men. In such cases, the employment of women workers may entail extra supervision, extra set-up men or additional carry-off men. The panel suggests that such 'extra labor costs will be computed and will be given pro-rata weight in establishing an equable rate of pay for female workers'. . . It is pointed out that such a division of tasks has often been used on jobs manned entirely by male employees as a means of reducing unit costs while maintaining hourly rates. There are sound reasons, therefore, for guarding against the use of the procedure to cut women's rates when the 'extra' labor for heavy work does not increase unit costs of production.

"The previous discussion indicates some of the important factors which must be taken into account in equitably effectuating the principle of 'equal pay for equal work.' This matter cannot be automatically disposed of by any clause in a labor agreement no matter how carefully it may be conceived. The principle of 'equal pay for equal work' for women must be worked out in individual situations by parties who cooperate in good faith to secure the desired objectives."

The panel, which was composed of Howard Meyerhoff, representing the public, Samuel Thomsen, representing employers, and Frank Fenton, representing labor, had told the Board that the company was willing to reduce whatever differential now exists between the rates of pay for men and women so that it would not exceed 20%. In recommending that this discrimination between men and women be ended, the panel said the following:

"If this panel may have a small part in demolishing the fictions and the fallacies which have arisen from certain facts of female physiology, it will have served a worthy purpose. The management's figure of 20% was drawn from a factual report of the National Industrial Conference Board. The idea of 80% efficiency of women has evolved from a biological phenomenon which applies only to a period of time and not to relative efficiency and competence at other times. There is no proof, scientific or otherwise, that women are 20% less capable than men all the time."

The Board's decision on union security, which was adopted by a vote of 8 to 4, the employer members dissenting, was based on the unanimous recommendation of its panel, which made a thorough investigation subsequent to the Board's interim directive order on June 2 on this issue. On that date the Board had ordered a maintenance of membership clause, which, however, was not to go into effect until the contract was signed between the company and the union. During the interim period the members of the union were given an opportunity to resign if they did not wish to be bound to maintain their membership for the duration of the contract.

The panel found that, 18 days after the Board's order was issued, the company had posted a notice on its bulletin board indicating, according to Dr. Graham's opinion, "its recalcitrant attitude toward the union and toward the decision of this Board." The following day the company paid its workers retroactive pay agreed upon under a temporary wage settlement reached before the Board May 10.

"The record indicates," Dr. Graham's opinion stated, "that the attitude and statement of the company did work against the enlistment and maintenance of union membership. This uncooperative attitude made it necessary for the Board to restore as fairly as possible the position and equities of the Union to the status in which this matter stood before the company took the action prejudicial to the membership of the Union."

The Board amended and strengthened its original directive order by making it retroactive to May 21 so that all employees, who on that date were members of the union or applicants for union membership, would be required to maintain their membership in good standing for the duration of the contract. Such employees, however, are given an opportunity to withdraw from the union within 15 days from today if they do not want to be bound by this clause. Any dispute over the status of any employee under the clause will be adjudicated by an arbiter appointed by the Board.

The Board's directive order, Dr. Taylor's and Dr. Graham's opinions are attached.

NATIONAL WAR LABOR BOARD

In the Matter of: : September 25, 1942

BROWN AND SHARPE MANUFACTURING COMPANY

and

INTERNATIONAL ASSOCIATION OF MACHINISTS,
LODGES 1088, and 1142 OF DISTRICT NO. 64 : Case No. 101

DIRECTIVE ORDER

Pursuant to the provisions of Paragraph 3 of the Executive Order of January 12, 1942, the National War Labor Board hereby approves the recommendations of the Panel in the above entitled case with the qualifications and amendments stated below. A copy of the report and recommendations of the Panel is attached hereto.

1. Article XI - Wages

The Board approves the recommendation that the company simplify and standardize the occupational rates of pay for male production workers in accordance with the policy embodied in the schedules set forth in Tables I and II of the Panel report. The Panel states, however, that the figures in these Tables are subject to possible correction and revision. The Board suggests, therefore, that the Panel Chairman proceed forthwith to cooperate with the company and the union in examining the accuracy of the tabulations and to make such changes in figures as are necessary to effectuate the policy outlined above.

2. Article XXIV - Apprentices

The Board notes that the union has been certified as the collective bargaining representative for apprentices and that the Panel has attempted to work out a plan by which the union will be represented as an advisory committee as respects the operation of the apprentice system. The Board approves the Panel's intention. The parties were unable to agree, however, upon the form of a joint union-management advisory committee. Since a mutually acceptable procedure is so important for the purpose, the Board rules that no provision for such a committee is to be included in the contract at the present time. The Board urges the parties to carry out the expressed intention of the Panel by making every effort to work out a mutually satisfactory procedure.

3. Article XXV - Learners

The Board amends Section 1 of this Article to read as follows:

"Section 1. Learners, both male and female, and those employees assigned to occupations in which the established rate is greater than the minimum hiring rate shall receive wage increases of five (5) cents every three months until such employees receive the minimum established rate for the occupation to which they are assigned. The Company reserves the right, however, to deny such increases to individuals who fail to meet accepted standards of production."

4. Article XXVI - Rates of Pay for Women

The Board directs the inclusion in the agreement of this Article as recommended by the Panel which adopts the principle of "equal pay for equal work" for female employees who, in comparable jobs, produce work of the same quantity and quality as that performed by men.

5. Maintenance of Membership

The Board directs that the following clause be inserted in the contract as Article I, Section 2:

"All members and all applicants for membership who, on May 21, 1942, were members of the Union in good standing or had signified their intention of becoming members, in accordance with the constitution and by-laws of the Union, and those employees who may hereafter become members shall, as a condition of employment, remain members of the Union in good standing during the life of this agreement.

"Fifteen (15) days after the date of the Directive Order, the Union shall furnish the National War Labor Board an authorized list of its members in good standing as of May 21, 1942. If any employee named on that list asserts that he withdrew from membership or had withdrawn his application prior to that day, or if any such employee asserts his intention to withdraw within fifteen days of the date of this Order, and any dispute arises, or if any dispute arises as to whether an employee is or is not a member of the Union in good standing, as the case may be, such dispute shall be adjudicated by an arbiter appointed by the National War Labor Board, whose decision shall be final and binding on the Union, the employee, and the Company.

s/ William H. Davis, Chairman　　s/ Frank P. Graham

s/ George W. Taylor　　s/ Wayne L. Morse

We disent on the recommendations as to rates of pay and bonus for apprentices, and rates of pay for women.

s/ Thomas Kennedy　　s/ R. J. Thomas

s/ Fred Hewitt　　s/ Van A. Bittner

We dissent to the Board's amendment of Article XXV, Learners, and the maintenance of membership.

s/ Almon E. Roth

s/ Cyrus Ching

We dissent on the maintenance of membership.

919

s/ George H. Mead

s/ Thomas R. Jones

(SEAL)

History

NATIONAL WAR LABOR BOARD

For Immediate Release
September 26, 1942

B 218

The National War Labor Board today issued the formal directive orders in the cases involving the General Motors Corp., and the United Automobile Workers of America, CIO, representing 200,000 workers in 95 plants, and the United Electrical, Radio and Machine Workers of America, CIO, representing 25,000 employees in 8 plants.

The directive orders revealed that, in addition to a general increase of 4¢ an hour, a standard voluntary maintenance of membership clause, and the establishment of the principle that men and women employees should be given equal pay for equal work, all of which were announced September 17, that the Board had also granted the workers a second weeks' vacation with pay after five years of service and had extended the agreement until October 5, 1943.

The agreements with the two unions had previously run for a year - from April to April. The directive orders provided that the wage question might be opened by either party six months from October 5, 1942, "in the event that changes in the national wage policy necessitate adjustments in existing relations."

Dr. George W. Taylor, Vice Chairman of the Board, wrote an opinion on the cases in which he stressed the Board's adoption of the principle of equal pay for equal work by men and women employees. He said that no clause in the contract, no matter how carefully worded, could substitute for cooperation in good faith by parties in individual situations. On the vacation question Dr. Taylor said the following:

"The Board has approved the unions' request that employees having one year of seniority shall receive forty hours pay in lieu of vacation, while employees with five or more years seniority shall receive eighty hours pay. The clause in the previous agreement provided only for forty hours pay for employees having at least one year's seniority.

"This change in the vacation allowance would ordinarily have merely required a simple addition to the previous clause on this subject. Some further changes have been deemed by the Board to be necessary, however, in order to provide for the eligibility of employees because of the complexities introduced by temporary lay-offs occasioned by shut-downs for conversion during the past year."

The directive orders of the Board, and Dr. Taylor's opinion are attached.

NATIONAL WAR LABOR BOARD

In the matter of:

GENERAL MOTORS CORPORATION

and

UNITED AUTOMOBILE, AIRCRAFT
& AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA - CIO

September 26, 1942

Case No. 125
(Consolidated with Case No. 128)

DIRECTIVE ORDER

Pursuant to Paragraph 3 of the Executive Order of January 12, 1942, the Directive Order of the National War Labor Board in the above entitled case is as follows:

1. Union Security

The following provision shall be included in the new Agreement between the parties:

> "In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and management, which cannot exist without a stable and responsible union, the parties hereto agree as follows:
>
> "All employees who, 15 days after the date of the directive order of the National War Labor Board in this case are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members shall, during the life of the agreement, as a condition of employment, remain members of the Union in good standing.
>
> "The Union shall promptly furnish to the National War Labor Board and to the Corporation a notarized list of members in good standing 15 days after the date of the directive order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employees.

> "The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union) the dispute shall be regarded as a grievance and submitted to the grievance machinery."

2. Wages

(a) There shall be a flat wage increase of four (4) cents per hour.

(b) The flat wage increase and the adjustment of hiring rates shall be made retroactive to April 28, 1942 in accordance with the interim agreement.

(c) Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations.

Stand

Any dispute arising as to the question of quality, quantity, or comparability, as herein defined, shall be subject to final determination by an arbitrator appointed by the National War Labor Board; provided, however that any such dispute which involves an alleged violation of a local wage agreement shall be settled within the procedural framework of the grievance provision in the Agreement.

The parties shall include in the new Agreement the above provisions and in their application shall be guided by the Opinion of the Board in this case.

(d) The following provision shall be included in the new Agreement between the parties:

> "New employees shall be hired at a rate no lower than ten (10) cents below the rate of the job classification and shall receive an automatic increase of five (5) cents at the expiration of thirty (30) days. Every employee who is retained by the Corporation in the job classification shall receive an increase to the rate for the job classification within ninety (90) days or as soon as he or she can meet the standard requirements for an average employee on the job, whichever occurs first, provided however, that deviation from the above rule may be made pursuant to negotiation between the local shop committees and local managements, for jobs requiring more than ninety (90) days to attain average proficiency.

NWLB - NATIONAL WAR LABOR BOARD - ORDERS (NiANBERG File) 269

"The foregoing paragraph shall not apply to tool and die rooms or to any job classifications presently covered by upgrading agreements."

3. Night-Shift Bonus

Paragraph (52) in the 1941 Agreement between the parties shall be included in the new Agreement without change.

4. Call-In Pay

The parties shall provide in their new Agreement for a minimum of three (3) hours call-in day.

5. Hours of Work and Overtime Pay

The interim agreement of May 22, 1942, between the parties shall be modified pursuant to Section 2 of Executive Order 9240 "Regulations relating to Overtime Wage Compensation" which directs all federal departments and agencies to "conform the provisions in all existing contracts negotiated, executed or supervised by them to the policies of this Order" to include the following paragraph:

> "No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on any of the following holidays only: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and either Memorial Day or one other such holiday of greater local importance."

The interim agreement as so modified and the interpretation of the interim agreement of June 22, 1942, shall be included in the new agreement or shall remain in effect as a collateral agreement within the option of the parties.

6. Vacations

The following provision shall be incorporated by the parties in their new Agreement:

> "In lieu of vacation with pay for the year 1942, forty (40) hours' pay at each employee's rate of pay on July 1, 1942, not including overtime and night shift premiums will be paid each factory employee (including employees compensated on group bonus or piece work, based on the average hourly rate for the hours worked between January 1, 1942, and July 1, 1942, exclusive of overtime or night shift premiums*) covered by this Agreement having one year's seniority on July 1, 1942, who is working on that date, or who has been laid off since May 1, 1942, or who has entered military service since July 1, 1942.

"Each factory employee having sufficient seniority, but who would otherwise be ineligible because of conversion lay-offs, shall be eligible if he has worked during 75% of the pay periods during the twelve (12) months preceding the date of his conversion lay-off. Such an employee who has since his lay-off been hired in any plant of the Corporation or in the Yellow Truck and Coach Company, Pontiac Plant, shall be eligible as though he had been recalled to the plant where he acquired seniority. Any such employee who has failed to report for work when he received notice of recall or was offered comparable employment in any plant of the Corporation, or in Yellow Truck and Coach Company, Pontiac Plant, shall forfeit his eligibility under this clause.

"Employees having five (5) or more years seniority as of July 1, 1942 shall receive eighty (80) hours pay in accordance with the above provisions.

"Irrespective of any employment or unemployment on the part of any such employees, such payment shall be made between October 5, 1942, and November 15, 1942, unless the employee elects in writing to take such payment at a later date; but in any event such payment shall be made no later than December 31, 1942."

*Note: This will be computed to include the 4¢ per hour increase for the entire period from January 1, 1942 to July 1, 1942.

7. Performance by Foremen of Work Regularly Done by Employees

The following provision shall be included in the new Agreement between the parties:

"Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies, when regular employees are not immediately available; (2) in the instruction or training of employees; and (3) in the performance of necessary work when production difficulties are encountered on a job."

8. Powers of the Umpire

Paragraph (46) in the 1941 Agreement between the parties shall be supplanted by the following provision:

> "It shall be the function of the Umpire, after due investigation and within thirty days after submission of the case to him, to make a decision in all claims of discrimination for Union activity or membership and in all cases of alleged violation of the terms of the following sections of this Agreement, and written local or national supplementary agreements on these same subjects: Recognition; Representation; Grievance Procedure; Seniority; Disciplinary Layoffs and Discharges; Call-In-Pay; Working Hours; Leaves of Absence; Union Bulletin Boards; Strikes, Stoppages and Lock-outs; Wages, except Paragraph (96); General Provisions; Upgraders; Paragraph (79) relative to procedures on Production Standards; Paragraphs (94) and (95) relative to employment of laid off General Motors employees; and of any alleged violations of written local or national wage agreements. The Umpire shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto; nor to establish or change any wage; nor to rule on any dispute arising under Paragraph (78) regarding Production Standards. Any case appealed to the Umpire on which he has no power to rule shall be referred back to the parties without decision."

9. Negotiation of Local Agreements

Paragraph (130) in the 1941 Agreement between the parties shall be supplanted by the following provision:

> "With respect to any matter that is to be negotiated locally the Corporation will fully inform the Union and the Union will fully inform the Corporation as to the limits, if any, set by higher authority upon the scope of the local negotiations."

10. Duration of the Agreement

The Agreement between the parties shall continue in effect without change until October 5, 1943; provided, however, that the wage question may be reopened by either party after six months from October 5, 1942, in the event that changes in the national wage policy necessitate adjustments in existing relationships.

11. Remaining Demands

All other demands made by either the Union or the Corporation shall be denied.

/s/ William H. Davis, Chairman

/s/ Frank P. Graham

/s/ George W. Taylor

Concurring except for Paragraph 3 on Night-Shift Bonus

/s/ Wayne L. Morse

Concurring except for Paragraph 2 (a) on Wages and Paragraph 3 on Night-Shift Bonus

/s/ Robert Watt
/s/ Fred Hewitt
/s/ Richard T. Frankensteen
/s/ Thomas Kennedy

Concurring except for Paragraph 1 on Union Security, Paragraph 6 on Vacations, Paragraph 7 on Performance of Work by Foremen, and Paragraph 8 on Powers of the Umpire

/s/ Robert Black
/s/ Almon E. Roth
/s/ H. L. Derby
/s/ Roger Lapham

(SEAL)

976

NATIONAL WAR LABOR BOARD

In the Matter of:	:	September 26, 1942
	:	
GENERAL MOTORS CORPORATION	:	
	:	Case No. 128
and	:	(Consolidated with Case No. 125)
	:	
UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA, CIO	:	

DIRECTIVE ORDER

Pursuant to Paragraph 3 of the Executive Order of January 12, 1942, the Directive Order of the National War Labor Board in the above entitled case is as follows:

1. Union Security

The following provision shall be included in the New Agreement between the parties:

> "In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and management, which cannot exist without a stable and responsible union, the parties hereto agree as follows:
>
> "All employees who, 15 days after the date of the directive order of the National War Labor Board in this case are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become members shall, during the life of the agreement, as a condition of employment, remain members of the Union in good standing.
>
> "The Union shall promptly furnish to the National War Labor Board and to the Corporation a notarized list of members in good standing 15 days after the date of the directive order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbitor appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employees.

> "The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union) the dispute shall be regarded as a grievance and submitted to the grievance machinery."

2. Wages

(a) There shall be a flat wage increase of four (4) cents per hour.

(b) The flat wage increase and the adjustment of hiring rates shall be made retroactive to April 28, 1942, in accordance with the interim agreement.

(c) Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations.

Any dispute arising as to the question of quality, quantity, or comparability, as herein defined, shall be subject to final determination by an arbitrator appointed by the National War Labor Board; provided, however, that any such dispute which involves an alleged violation of a local wage agreement shall be settled within the procedural framework of the grievance provision in the Agreement.

The parties shall include in the new Agreement the above provisions and in their application shall be guided by the Opinion of the Board in this case.

(d) The following provision shall be included in the new Agreement between the parties:

> "New employees shall be hired at a rate no lower than then (10) cents below the rate of the job classification and shall recieve an automatic increase of five (5) cents at the expiration of thirty (30) days. Every employee who is retained by the Corporation in the job classification shall receive an increase to the rate for the job classification within ninety (90) days or as soon as he or she can meet the standard requirements for an average **employee** on the job, whichever occurs first, provided however, that deviation from the above rule may be made pursuant to negotiation between the local shop committees and local managements, for jobs requiring more than ninety (90) days to attain average proficiency.

"The foregoing paragraph shall not apply to tool and die rooms or to any job classifications presently covered by upgrading agreements."

3. Night-Shift Bonus

Paragraph (52) in the 1941 Agreement between the parties shall be included in the new Agreement without change.

4. Call-In Pay

The parties shall provide in their new Agreement for a minimum of three (3) hours call-in day.

5. Hours of Work and Overtime Pay

The interim agreement of May 22, 1942 between the parties shall be modified pursuant to Section 2 of Executive Order 9240 "Regulations relating to Overtime Wage Compensation" which directs all federal departments and agencies to "conform the provisions in all existing contracts negotiated, executed or supervised by them to the policies of this Order" to include the following paragraph:

> "No premium wage or extra compensation shall be paid for work on customary holidays except that time and one-half wage compensation shall be paid for work performed on any of the following holidays only: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and either Memorial Day or one other such holiday of greater local importance."

The interim agreement as so modified and the interpretation of the interim agreement of June 22, 1942, shall be included in the new agreement or shall remain in effect as a collateral agreement within the option of the parties.

6. Vacations

The following provision shall be incorporated by the parties in their new agreement:

> "A vacation with pay for the year 1942 equal to forty (40) hours' pay at each employee's rate on July 1, 1942, not including overtime and night shift premiums will be allowed each factory employee (including employees compensated on group bonus or piece work, based on the average hourly earned rate for the hours worked between January 1, 1942 and July 1, 1942 exclusive of overtime or night shift premium*) covered by the Agreement having one year's seniority on July 1, 1942, who is working, or who has been laid off since May 1, 1942, or who has entered military service since July 1, 1942.

976

"Each factory employee having sufficient seniority, but who would otherwise be ineligible because of conversion lay-offs, shall be eligible if he has worked during 75% of the pay periods during the twelve (12) months preceding the date of his conversion lay-off. Such an employee who has since his lay-off been hired in any plant of the Corporation shall be eligible as though he had been recalled to the plant where he acquired seniority. Any such employee who has failed to report for work when he received notice of recall or was offered comparable employment in any plant of the Corporation, shall forfeit his eligibility under this clause.

"Employees having five (5) or more years seniority as of July 1, 1942 shall receive eighty (80) hours pay in accordance with the above provisions.

"Irrespective of any employment or unemployment on the part of any such employees, such payment shall be made between October 5, 1942, and November 15, 1942, unless the employee elects in writing to take such payment at a later date; but in any event such payment shall be made no later than December 1, 1942."

*Note: This will be computed to include the 4¢ per hour increase for the entire period from January 1, 1942 to July 1, 1942.

7. Duration of the Agreement

The Agreement between the parties shall continue in effect without change until October 5, 1943; provided, however, that the wage question may be reopened by either party after six months from October 5, 1942, in the event that changes in the national wage policy necessitate adjustments in existing relationships.

8. Remaining Demands

All other demands made by either the Union or the Corporation shall be denied.

/s/
William H. Davis, Chairman

/s/ Frank P. Graham

976

Concurring except for Paragraph 3 on Night-Shift Bonus.

/s/
Wayne L. Morse

Concurring except for Paragraph 2 (a) on Wages and Paragraph 3 on Night-Shift Bonus

/s/
Robert Watt /s/ Richard T. Frankensteen
/s/ Fred Hewitt /s/ Thomas Kennedy

Concurring except for Paragraph 1 on Union Security and Paragraph 7 on Vacations.

/s/
Robert Black /s/ H. L. Derby
/s/ Almon E. Roth /s/ Roger Lapham

(SEAL)

975

NATIONAL WAR LABOR BOARD

In the matter of: GENERAL MOTORS CORPORATION and UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, CIO and UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA, CIO	September 26, 1942 Cases #125 and #128

OPINION OF THE BOARD

OPINION BY: George W. Taylor

The above entitled cases were combined by the National War Labor Board for joint consideration because of the similarity of most of the issues involved. Separate directive orders have been issued for each case. The present opinion refers to certain points in both cases upon which some comment appears to be pertinent.

Wage Issues

A general wage increase of $.04 per hour has been provided to all employees covered by the cases and it is the intention of the Board that the $.04 increase in question will be made in the present rates of all job classifications. This general wage increase and the adjustment in hiring rates have been made retroactive to April 28, 1942 in accordance with the interim order of May 22, 1942 between the parties which reads, in part, "other economic concessions and any wage adjustments shall be retroactive to April 28, 1942."

Wage Rates for Female Employees

The National War Labor Board has accepted the general principle that wages should be paid to female employees on the principle of equal pay for equal work. It believes that there should be no discrimination between employees whose production is substantially the same on comparable jobs. This is not a new principle. It was enunciated by the War Labor Board set up in 1917 to deal with industrial problems arising during the first World War. Our country will depend in this war more and more upon its women to produce the materials with which its men will fight. In calling upon American women to play such a vital role on the industrial front, the country has an obligation to provide the utmost assurance that they will not be subject to discriminatory treatment in their compensation. Careful attention must be given to the equitable effectuation of this principle.

The Board has directed the parties to include in their new agreement a provision that wage rates for women shall be the same as for men where they do work of comparable quantity and quality in comparable occupations. The wording of this paragraph in the Directive Order indicates the impropriety of using slight or inconsequential changes in a job as a reason for setting up a wage differential against women employees. Wage-setting on such a basis is not compatible with the principle of equal pay for equal work. The Board wishes to stress, however, that the definition embodied in its Directive Order on this issue is not related solely to the physical characteristics of the operation performed. The quality and quantity of production must also be considered. Female employees assigned to an operation which has been or which is performed by men should receive the same pay when they produce the same quality and quantity of output. Any differential which results in lower pay to women under such conditions would be discriminatory. On the other hand, where lower production or performance standards must be established for women, an adjustment of wage rates is compatible with equal pay for equal work.

The Board has already, in the case involving Norma-Hoffman Bearings Corporation and the United Electrical, Radio and Machine Workers of America, CIO, and more recently in the case of the Brown and Sharpe Manufacturing Company and the International Association of Machinists, AFL, taken cognizance of the fact that it is often impossible or inadvisable for female employees to undertake heavy physical labor which has been established as a part of certain jobs when performed by men. In such cases, the employment of women workers may entail extra supervision, extra set-up men, or extra carry-off men. As pointed out in the Brown and Sharpe opinion, extra labor costs can be computed in these circumstances and can be given pro-rata weight in establishing an equitable rate of pay for the female workers. Such an adjustment of rates is in line with the equal pay for equal work principle where it is necessary to prevent an increase in unit labor costs. On the other hand, such a division of work and specialization of tasks may frequently be made without increasing labor costs even though the female employees continue to receive the established rate for the operation. In such cases, there is no sound basis for setting a differential rate against the female employee. Such division of tasks has often been used on jobs manned by male employees as a means of reducing unit costs while maintaining hourly rates. There are sound reasons therefore for guarding against the use of the procedure to cut women's rates under such circumstances.

The previous discussion indicates some of the factors which must be taken into account in equitably effectuating the principle of "equal pay for equal work". This matter cannot be entirely disposed of by any clause, no matter how carefully it may be worded. The principle of equal pay for equal work must be worked out in individual situations by parties who cooperate in good faith to secure the desired objective. Even under such circumstances, there may be honest differences of opinion. It is in recognition of this fact that the Board has provided in this case that certain disputes regarding the rates established for women employees shall be treated as grievances and handled through the established grievance procedure. In the case involving the U.A.W. such cases are ultimately subject to umpire determination insofar as they may represent a question of compliance with a local wage agreement. The Board has further provided in the U.A.W. case that any dispute as respects rates for female employees which does not properly fall within the jurisdiction of the umpire, as provided in the agreement between the parties, shall be finally determined by an arbitrator appointed by the Board.

The Board has excluded wage rate adjustments for women's work from the retroactive provision of the Directive Order, because it believes that rates for women already established should be presumed to be correct in the absence of concrete and specific evidence that the rate has been established in violation of the principle of equal pay for equal work. Where such evidence is submitted and an adjustment is agreed to or is made by a decision of the umpire or arbitrator, the question of retroactive pay may best be left to the agreement or the decision, as the case may be.

Hiring Rates for New Employees

The Board has included in its Directive Order a provision that new employees shall be hired at a rate not lower than 10 cents below the rate of the job classification; that they shall receive an automatic increase of 5 cents at the expiration of 30 days; and that every employee shall receive an increase to the rate for the job classification within 90 days or as soon as he or she can meet the standard requirements for an average employee on the job, whichever occurs first. This, too, is not a new problem. The Union has consistently attempted to establish through direct negotiations with the Corporation a minimum rate for new employees in relation to the established rate for the job classification prior to the employee's receiving the established rate. The Union raised this problem before the National Defense Mediation Board in April, 1941, and urged that a uniform system of paying new employees be adopted. The Corporation was reluctant to accept the Union's point of view on this issue and maintained that this was a problem that could and should be worked out satisfactorily on a local basis. The Union accepted the Corporation's point of view and withdrew its demand. It has become apparent, however, that it is very difficult for the parties to agree upon necessary changes in past practices in this respect through local negotiations.

The Board has felt it to be necessary to provide a hiring rate procedure which would eliminate the practice, at some plants, of paying recently hired employees at considerably less than the classification rate long after they had acquired average competence on a job. Such a wage differential cannot be justified on any equitable grounds. At the same time, the Board has recognized the necessity of assuring that regular rates are not paid to employees prior to the time when they are able to meet the standard requirements of the average experienced man on the job.

The Board believes that the provision on hiring rates included in this Directive Order meets the problem raised by the Union while fully protecting the rights of the Corporation. The Board stresses the fact that job classifications presently covered by up-grading agreement, as well as tool and die jobs, are expressly excluded from the provision. Moreover, the Board has provided that deviation from the rules laid down in the provision may be negotiated when this is required by local conditions, and the Board wishes to make very clear that it has no intention of requiring the Corporation to pay the regular rate to a new employee after ninety days when the job is such that average competence cannot be acquired in ninety days.

Vacation Allowance

The Board has approved the Union's request that employees having one year of seniority shall receive forty hours pay in lieu of vacation, while employees with five or more years seniority shall receive eighty hours pay. The clause in the previous agreement provided only for forty hours pay for employees having at least one year's seniority.

This change in the vacation allowance would ordinarily have merely required a simple addition to the previous clause on this subject. Some further changes have been deemed by the Board to be necessary, however, in order to provide for the eligibility of employees because of the complexities introduced by temporary lay-offs occasioned by shut-downs for conversion during the past year.

The Board has determined to use the clause of the previous agreement as the basis for its order, making such changes and additions as were deemed to be necessary to meet the problems incident to the conversion layoffs.

OPINION BY: s/ George W. Taylor

Wage rates shall be set for the job irrespective of the sex of the worker. Jobs that are kindred in process and/or comparable in requirements shall be paid the same rate. When women are placed on jobs that have been done by men, women shall be paid the same rate unless there is substantial change in job content.

Wage rates shall be set for the job irrespective of the sex of the worker. Jobs that are kindred in process and/or comparable in requirements shall be paid the same rate. ~~When women are~~ whenever placed on jobs that have ~~been done by men, women shall be paid~~ the same rate unless there ~~is substantial change in job content.~~

with [illegible] [illegible] [illegible]

Wage rates shall be set for the job. Jobs that are kindred in process and/or comparable in requirements shall be paid the same rate irrespective of the sex of the worker.

Women's Bureau
U. S. Department of Labor
Washington

Miss Nienburg

January 27, 1943

To: Regional Representatives
From: Office Staff

There seems to be some misunderstanding in regard to the functions of the W. & H. Division under the setup of the N.W.L.B. From one region comes detailed suggestions to the W. & H. Division for job analyses in complaints relating to wage discriminations. From another region comes the report that the understanding of the W. & H. Division in that Region is that they have no concern with such investigations.

Reference to the enclosed release N.W.L.B. #B-285 (which may be a duplicate of release mailed you in a memorandum from Miss Anderson on January 14th, particularly) pages 4 and 5 shows that activities of W. & H. are limited to an advisory capacity and to assistance of applicants in filling out their blank forms correctly. In a check with the Washington Offices of the W. & H. Division and N.W.L.B., both referred to Executive Order #9250 which directs N.W.L.B. to designate what Federal agency should be utilized for investigations. To date W. & H. has not been called upon to act in any investigational capacity and is only acting in accordance with the specifications in release B-285.

OFFICE OF WAR INFORMATION
NATIONAL WAR LABOR BOARD

For immediate release
November 25, 1942 B 320

The National War Labor Board today made public several orders designed to speed the administration of that part of the wage and salary stabilization program over which it has jurisdiction, and to clarify certain questions which have arisen concerning the interpretation of some of its previous orders.

Briefly the orders are as follows:

GENERAL ORDER NO. 15 -- Empowers impartial chairmen, umpires, or arbitrators to fix rates for new jobs without prior Board approval, if they have that duty under a bona fide collective bargaining agreement. The new rates should not result in any substantial increase in costs and cannot furnish a basis for increasing price ceilings. They should be in balance with the established rates for other jobs covered by the agreement and be consistent with the Board's wage stabilization policy. Bi-weekly reports must be made to the Board on the new rates. The Board may review these rates, but any changes ordered will not be made retroactive.

GENERAL ORDER NO. 16 -- Allows employers to make wage or salary adjustments to equalize the wages of women with those of men for comparable quality and quantity of work without prior Board approval. Such adjustments must be reported to the Board and shall not furnish the basis to increase price ceilings.

GENERAL ORDER NO. 4-B -- Further defines General Order No. 4, which exempts employers of not more than 8 individuals by stating that:

1. The time to determine the total number of employees is when the employer puts the adjustment into effect or agrees to it.

2. No employer can make adjustments under this exemption for more than a total of 8 individuals in the year following October 3, 1942, in the case of wages, or October 27, 1942, in the case of salaries.

INTERPRETATION NO. 1 to GENERAL ORDER NO. 6 -- Grants authority to the Wage and Hour Division local offices to make final rulings, except in unusual cases, on the question of whether the rate for a new job classification in existing plants is fixed "at a level not exceeding that which prevails for similar classifications within the area," and, therefore, does not need approval by the War Labor Board.

"The object of Paragraph B of General Order No. 6," the interpretation states, "was to prevent an employer, upon opening a new plant or creating new job classifications in his existing plant, from paying rates which would unstabilize the rate structure in the area affected by the action. In interpreting General Order No. 6 this object should be kept in mind and the order should be given a practical and common-sense reading.

"Major consideration to be borne in mind in making rulings in these cases are that the rates for the new jobs should bear a direct relation to and be in balance with the existing rate structure in the plant. If comparison with other rates in the plant is not appropriate, then the new rates should bear the same relation to rates for similar classifications in the area as the existing rates in the plant bear to comparable rates in the area."

Exceptional cases of new job classifications set up in existing plants should be referred by the Wage-Hour office to the War Labor Board Regional Director. This process should also be followed in the case of the fixing of rates for a new plant.

GENERAL ORDER NO. 15
(Adopted November 24, 1942)

Where under the provisions of a bona fide collective agreement there has been established an impartial chairman, umpire or arbitrator whose duties include the fixing of rates for new jobs, his decisions so rendered need not be submitted for approval to the National War Labor Board, provided that:

(1) The rate for each new job shall be fixed in an amount which is directly related to and in balance with the established rates of the other jobs covered by the agreement, and shall be consistent with the Board's Wage Stabilization Policy of November 6, 1942.

(2) A bi-weekly report of rates so fixed shall be transmitted to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to establish the aforesaid relationship and balance.

(3) Such decisions shall be subject to the Board's ultimate power review but any modification or reversal thereof will not be retroactive.

(4) The establishment of such rates should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

GENERAL ORDER NO. 16
(Adopted November 24, 1942)

Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quanity of work performed, may be made without approval of the National War Labor Board, provided that:

(1) Such adjustments are reported, when made, to the Division of Review, Analysis and Research of the National War Labor Board together with sufficient information to show that they are in accordance with the policy referred to above;

(2) Such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive;

(3) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

GENERAL ORDER NO. 4-B
(Adopted November 24, 1942)

The time as of which to determine whether an employer employs "not more than eight individuals" within the meaning of General Order No. 4 is the time when the wage or salary adjustment is agreed to, or, if it is not made by agreement, the time when it is put into effect. But an employer who, during any given year following October 3, 1942 in the case of wages, or October 27, 1942 in the case of salaries, has made adjustments affecting in the aggregate eight employees, will not, if he wishes to make any further adjustments within said year, be exempt under General Order No. 4.

INTERPRETATION NO. 1 to GENERAL ORDER NO. 6
(Adopted November 24, 1942)

Question: Paragraph (b) of General Order No. 6 provides that unless a higher rate is approved by the Board, the rate for a new job classification shall be fixed "at a level not exceeding that which prevails for similar classifications within the area." What is the meaning of the quoted phrase? Specifically, must the rate on new jobs be fixed at not exceeding the average of the rates in the area for similar classifications, if the employer is to be free to proceed without the necessity of seeking approval by the Board of what otherwise would constitute a wage increase?

Answer: The object of Paragraph (b) of General Order No. 6 was to prevent an employer, upon opening a new plant or creating new job classifications in his existing plant, from paying rates which would unstabilize the rate structure in the area affected by his action. In interpreting General Order No. 6 this object should be kept in mind, and the Order should given a practical and common sense reading. .

1) The creation of a new job classification in an existing plant.

a) Major considerations to be borne in mind in making rulings in these cases are that the rates for the new jobs should bear a direct relation to and be in balance with the existing rate structure in the plant. If comparison with other rates in the plant is not appropriate, then the new rates should bear the same relation to rates for similar classifications in the area as the existing rates in the plant bear to comparable rates in the area.

b) In these cases of creating new job classifications in existing plants the local Wage and Hour offices, guided by the above considerations and with the approval of the appropriate Wage and Hour Regional Director, may make final rulings except in unusual circumstances, for example where it is proposed to set up in an existing plant a new department of substantial size. In such exceptional cases, the application for a ruling should be transmitted by the local Wage and Hour office to the War Labor Board Regional Director and there be processed as set out below.

2) The establishment of a new plant.

a) Whether in a given case it would unstabilize wages in the area to permit a particular employer to fix the rates for a new plant at any level up to the maximum being paid in the area, or whether he should be permitted to pay only the average, or less than the average, will depend on his traditional wage history in relation to the wages of the industry generally, or of the area if he has theretofore operated in the area, the nature of the work in which he is engaged, the rates being paid for comparable work in comparable establishments, and other pertinent factors.

b) Applications in these cases should be transmitted, without a ruling by the local Wage and Hour office but with such information as said office may deem helpful, to the War Labor Board Regional Director. In his discretion the Regional Director may rule on the case or refer it for a ruling to a tri-partite panel. If the new plant is of substantial size and will employ a large proportion of skilled labor, the Regional Director should refer the case to a panel.

c) It will be proper and sometimes necessary for the Regional Director or the panel to hold hearings relative to the proper level at which the applicant's rates for the new plant should be fixed. To such a hearing should be invited interested representatives of industry and labor.

3) In all cases the applicant should show the data on the basis of which the proposed rates were determined.

Question: Does the foregoing relate to salaries as well as wages?
Answer: Yes, under General Order No. 6-A.

GENERAL ORDER NO. 16

(Adopted November 24, 1942)

Adjustments which equalize the wage or salary rates paid to females with the rates paid to males for comparable quality and quantity of work on the same or similar operations, and adjustments in accordance with this policy which recognize or are based on differences in quality or quantity of work performed, may be made without approval of the National War Labor Board, provided that:

(1) Such adjustments are reported, when made, to the Division of Review, Analysis and Research of the National War Labor Board, together with sufficient information to show that they are in accordance with the policy referred to above;

(2) Such adjustments shall be subject to the Board's ultimate power of review, but any modification or reversal thereof will not be retroactive;

(3) Such adjustments shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

OFFICE OF WAR INFORMATION
National War Labor Board

For immediate release
November 14, 1942 B 298

The Wage Adjustment Board of the Building Construction Industry, established by the Secretary of Labor May 29, 1942, will continue to recommend wage adjustments for construction operations, but such recommendations will now be passed upon by the National War Labor Board to determine whether they are consistent with the President's Stabilization Order, it was announced today in WLB General Order #13.

Seven days after the Wage Adjustment Board files the recommended wage adjustments with the War Labor Board they will become final orders of the WLB unless it is determined that they should be reviewed, or that they should be put into operation subject to review.

This order applies only to wage adjustments in contracts which were entered into prior to November 5, 1942, on which date the Office of Price Administration issued Maximum Price Regulation 251, relating to the price of building construction.

In contrast to the September 15 stabilization date established by the President's Executive Order for other wages, wage rates on certain Government construction jobs will continue to remain fixed as of July 1, 1942, with certain exceptions, the WLB stated. This continues the wage stabilization date provided for in an agreement of May 22, 1942, between the Building and Construction Trades Departments of the AFL and several Government agencies.

The text of General Order #13 follows:

NATIONAL WAR LABOR BOARD

GENERAL ORDER NO. 13 ON

WAGE STABILIZATION IN BUILDING

(A). As provided in Title III, Section 3, of Executive Order 9250 the Wage Adjustment Board of the Building Construction Industry established by the Secretary of Labor's Administrative Order No. 101 shall continue to perform the duty ascribed to it by that Order as amended by Supplement No. 1 and by the Wage Stabilization Agreement of May 22, 1942, between the Building and Construction Trades Department of the American Federation of Labor and several Government agencies. As provided in the agreement rates are to be revised above the July 1, 1942, levels only where those rates are inadequate because:

(1) they were fixed at a time so long before July 1, 1942, as to be out of line with the general wage then prevailing;

(2) they were applicable in a locality where changing conditions in the building construction industry require a revision of wage rates; or

(3) they do not sufficiently take into account any abnormal changes in conditions.

(B) In the performance of this duty the Wage Adjustment Board shall take no action which is inconsistent with the terms of Executive Order No. 9250

(C). Any recommendation of the Wage Adjustment Board directed to the parties for a change in wage rates shall be transmitted to the National War Labor Board and shall become a final order of the National War Labor Board seven days after filing unless in the interim the National War Labor Board determines that the recommendation should be stayed for the purpose of review or should be put into operation subject to review. If the National War Labor Board assumes review, it shall enter its order confirming the recommendation of the Wage Adjustment Board or remanding the case to the Wage Adjustment Board for further consideration. The Wage Adjustment Board may refer to the National War Labor Board or the National War Labor Board may bring up on its own motion, any recommendation of the Wage Adjustment Board directed to the parties in order to determine whether the action is inconsistent with the terms of Executive Order No. 9250.

(D). Unless and until otherwise ordered, this order shall apply only to wage adjustments in contracts which were entered into prior to November 5, 1942, or which are otherwise excluded from the operation of Maximum Price Regulation 251 of the Office of Price Administration.

OFFICE OF WAR INFORMATION

For immediate release
November 13, 1942 B 297

State, county and municipal governments may adjust wages and salaries under certain circumstances without prior approval by the National War Labor Board or the Commissioner of Internal Revenue, the two agencies announced today in a joint statement.

Adjustments of wages or salaries requiring approval will be deemed approved if the head of the state or local agency certifies to the Board or the Commissioner "that such adjustment is necessary to correct maladjustments or to correct inequalities or gross inequities as contemplated by Executive Order No. 9250," the statement read. The certificate must describe briefly the nature and amount of the adjustment and other necessary facts and may be accepted by the Board or the Commissioner, as the case may be, as satisfactory evidence of the facts and of the propriety of the adjustment.

The Board or the Commissioner retains the right to reopen the matter and request further information pertaining to the propriety of the adjustment. Modification by the Board or the Commissioner of action taken by a governmental official or agency under this procedure will not be retroactive.

"The certification procedure," the statement read, "will not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or the community. In exceptional cases where such an adjustment is sought, and in all cases where the agency seeks an adjustment other than by the certification procedure, application for approval should be filed with the appropriate regional office of the National War Labor or of the Commissioner of Internal Revenue, as the case may be."

Under the regulations issued by the Economic Stablization Director on October 27, the Board and the Commissioner have jurisdiction over any salary or wages paid by...any state...or political subdivision thereof... or any agency or instrumentality of any one or more of the foregoing, except where the amount of such salary or wages is fixed by statute." The term "statute," the joint statement said, as applied to non-federal employees, is limited to an act of a state legislature.

The Board has jurisdiction over all wage adjustments and over salaries up to and including $5,000, except where the salary is paid to an executive, administrative or professional employee not represented by a recognized labor union. The Commissioner has jurisdiction over all other salaries.

Four copies of each certificate, prescribed in the new procedure, should be filed with the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward them to the Board or the Commissioner, as the case may be.

Regulations pertaining to the adjustment of the wages or salaries of federal government employees are in the process of preparation and will be issued shortly. The text of the joint statement by the Board and the Commissioner, together with the text of General Order No. 12, which sets forth the procedure to be followed in the adjustment of those wages and salaries under the Board's jurisdiction, are attached.

JOINT STATEMENT OF THE NATIONAL WAR LABOR BOARD AND THE COMMISSIONER OF INTERNAL REVENUE

Procedure for Wage and Salary Adjustments by State Governments and Subdivisions and Agencies Thereof

Under Section 4001.13 of the Regulations issued by the Economic Stabilization Director on October 27, 1942, with the approval of the President, the National War Labor Board and the Commissioner of Internal Revenue have jurisdiction over "any salary or wages paid by . . . any State . . . or political subdivision thereof . . . or any agency or instrumentality of any one or more of the foregoing, except where the amount of such salary or wages is fixed by statute". The term "statute", as applied to non-federal employees, is limited to an Act of a State Legislature. Under Section 4001.2 of the Regulations, the Board has jurisdiction over (a) wage payments and (b) salary payments up to and including $5,000 in the case of employees who are "represented by a duly recognized or certified labor organization", and other persons who are not "employed in a bona fide executive, administrative or professional capacity" as defined in the administration of the Fair Labor Standards Act. The Commissioner has jurisdiction over all salaries other than those just specified.

Adjustments in salaries or wages of State, county or municipal employees which require the approval of the Board or of the Commissioner will be deemed approved upon certification by the State or local agency authorizing the adjustment that such adjustment is necessary to correct maladjustments, or to correct inequalities or gross inequities as contemplated by Executive Order No. 9250. Such a certificate, briefly describing the nature and amount of the adjustment, and setting forth the necessary facts, will be accepted by the Board or Commissioner, as the case might be, as satisfactory evidence of the facts and of the propriety of the adjustment, subject to the right of the Board or the Commissioner to reopen the matter and to request further information pertaining to the propriety of the adjustment. Modification by the Board or by the Commissioner of action taken by a governmental official or agency acting pursuant hereto will not be retroactive. The certificate prescribed herein, together with four copies thereof, should be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

The certification procedure will not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In exceptional cases where such an adjustment is sought, and in all cases where the agency seeks an adjustment other than by the certification procedure, application for approval should be filed with the appropriate Regional Office of the National War Labor Board or of the Commissioner of Internal Revenue as the case may be.

November 12, 1942.

NATIONAL WAR LABOR BOARD

GENERAL ORDER NO. 12

A state or its political subdivision, or any agency or instrumentality thereof, which proposes to make an adjustment in salaries or wages not fixed by State statute which would otherwise require the prior approval of the National War Labor Board may make such adjustment on certification to the Board that the adjustment is necessary to correct maladjustments, or to correct inequalities or gross inequities, as defined in the Board's Statement of Wage Policy of November 6, 1942. A certificate by the official or agency authorizing the adjustment stating the nature and amount of such adjustment, and briefly setting forth the facts meeting the foregoing requirement, will be accepted by the Board as sufficient evidence of the propriety of the adjustment, subject to review by the Board. Modification by the Board of adjustments made by a governmental official or agency acting pursuant hereto shall not be retroactive. The certificate prescribed herein, together with four copies thereof, shall be filed promptly with the committee established by joint action of the National War Labor Board and the Commissioner of Internal Revenue, namely, the Joint Committee on Salaries and Wages, Room 5406, Department of Labor Building, Washington, D. C., which will forward the same to the Board or the Commissioner, as the case may require.

The certification procedure shall not apply to any adjustment which would raise salaries or wages beyond the prevailing level of compensation for similar services in the area or community. In exceptional cases where such an adjustment is sought, and in all cases where the agency seeks an adjustment other than by the certification procedure, application for approval shall be filed with the appropriate Regional Office of the National War Labor Board.

OFFICE OF WAR INFORMATION

NATIONAL WAR LABOR BOARD

For Sunday AM's
November 8, 1942 B 288

In order "to prevent hardships resulting from innocent action in the period of transition" following the Executive Order of October 3, the National War Labor Board gave employees until December 1 to file for retroactive approval of wage increases granted on or prior to November 7, 1942. This action was taken in the form of adoption by the Board of General Order No. 11, which was voted unanimously.

If an employer has granted a wage increase without approval by the Board and which is not exempted by the regulations, he can file for approval on or before December 1. If the Board is satisfied that the increase was made in good faith, and if the Board approves the increase, then the approval will be made retroactive to the date of the increase.

For example, if an employer through lack of knowledge of the provisions of the Executive Order of October 3, put an increase into effect without approval by the Board between that date and November 7, he can ask the Board for approval of the increase before December 1. If the Board advises that the increase was in accordance with its wage policy and approves the increase, the approval will be made retroactive to the date he put into effect.

This procedure is not applicable to increases in salaries under $5,000 subject to the jurisdiction of the Board. Under the regulations of the Economic Stabilization Director, after October 27, prior approval by the Board is necessary for any increases in such salaries.

The Text of the order follows:

GENERAL ORDER NO. 11

To prevent hardships resulting from innocent action in the period of transition following the issuance of Executive Order No. 9250, dated October 3, 1942, and pursuant to the authority vested in the National War Labor Board by the Executive Order, it is hereby ordered that:

An employer who, on or prior to November 7, 1942, has in good faith given an increase in wages subject to the jurisdiction of the National War Labor Board without the prior approval of the National War Labor Board or exemption under its regulations may apply for approval of such increase on or before December 1, 1942. If satisfied that the employer made the increase in good faith and that the increase is consistent with Executive Order No. 9250, October 3, 1942, and should be approved, the National War Labor Board will make its approval retroactive to the date of the wage increase.

Except as herein provided, an increase which requires approval of the National War Labor Board must receive such approval before it is put into effect.

NATIONAL WAR LABOR BOARD

For immediate release
November 6, 1942

B 283

The National War Labor Board today announced that a bonus, fee, gift, commission or other form of compensation customarily paid employees can be continued in the future without approval by the Board with two provisos:

(1) If it is a fixed amount, the total amount paid during the current bonus year must not exceed the total paid an employee for like work during the preceding bonus year.

(2) If it is computed on a percentage, incentive or similar basis, the rate and method of computation may not be changed during the current bonus year unless they yield no more than they did during the preceding year. The employee may receive a greater amount during the current bonus year only if the rate and method of computation are not changed in the current bonus year.

For instance, suppose an employee last year received a bonus of 5% on a salary of $2,500. This year his salary is $3,000. His employer can continue to pay him a 5% bonus on this year's salary without approval by the Board even though the amount of the bonus increased from $125 to $150.

This action came in the form of General Order #10, which was unanimously approved by the Board. This General Order covers only the compensations for those whose wages or salaries are under the jurisdiction of the Board. The Board has jurisdiction over all wages and over salaries under $5000, except for supervisory or professional employees.

At the same time the Board issued amendments to General Orders #1 and #6, which have the effect of applying those orders to salaries over which the Board has jurisdiction. Originally these orders applied only to wage rates.

General Order #1 directs that all increases approved by the Board prior to October 3 should be put into effect. General Order #6 prohibits employers from paying employees more than the rate existing in the plant for that type of work without Board approval. If there are no established rates, as in the case of new plants, the rate fixed shall not be in excess of that which prevails for similar classifications within the area.

The texts of the order and amendments follow:

GENERAL ORDER NO. 10

The payment to employees, whose wage or salary increases are subject to the jurisdiction of the National War Labor Board, of a bonus, fee, gift, commission or other form of compensation customarily paid to such employees in the past may be continued without the approval of the National War Labor Board provided that,

(a) if in fixed amount, the total amount so paid to an employee during the current bonus year does not exceed the total so paid to an employee for like work during the preceding bonus year, or

(b) if computed on a percentage, incentive or other similar basis, the rate and the method of computation are not changed in the current bonus year so as to yield a greater amount than that in the preceding bonus year, but a greater amount when resulting from the same rate and method of computation may be paid.

GENERAL ORDER NO. 1-A

General Order No. 1, issued by the National War Labor Board on October 7, 1942, shall apply also to salaries subject to the jurisdiction of the Board. (For definition of such salaries, see General Order No. 9, October 30, 1942.)

GENERAL ORDER NO. 6-A

General Order No. 6, issued by the National War Labor Board on October 20, 1942, shall apply also to salaries subject to the jurisdiction of the Board. (For definition of such salaries, see General Order No. 9, October 30, 1942.)

NATIONAL WAR LABOR BOARD

For immediate release
November 6, 1942

B 284

Increases in wages and salaries will be approved only in exceptional cases, the National War Labor Board announced today in issuing the policy under which it will administer that part of the economic stabilization program over which it has jurisdiction. The policy was adopted unanimously by the public, labor and industry members of the Board. The policy states:

"The policy directive given the National War Labor Board by Congress and by the President is clear. Under that directive, the Board will act on the presumption that wage rates prevailing on September 15, 1942 are proper. The Board will grant wage increases over the level prevailing on September 15, 1942 only in exceptional cases and in accordance with the following paragraph of Executive Order #9250 of October 3, 1942:

> "The National War Labor Board shall not approve any increases in the wage rates prevailing on September 15, 1942, unless such increase is necessary to correct maladjustments or inequalities, to eliminate substandards of living, to correct gross inequities, or to aid in the effective prosecution of the war!."

The policy further states that the Board will "examine carefully each claim for such exceptional treatment before approving any increase." In considering specific cases the Board will be guided by the general principles outlined in the policy which briefly are as follows:

1. Maladjustments.

"If a group of employees," the policy states, "has received increases amounting to 15% in their average straight-time rates over the level prevailing on January 1, 1942, the Board will not grant further increases as a correction for maladjustments . . .

"To correct these maladjustments, the Board will consider requests for general increases in straight-time rates up to 15% above the level prevailing on January 1, 1941. This policy sets a terminal point for general wage increases. It is not applicable to individual workers or to employees in particular job classifications. It will be applied only to groups composed of all the employees in a bargaining unit, in a plant, a company, or an industry, depending upon the circumstances of each case."

The WLB Regional Directors may adjust rates to correct such maladjustments only in cases arising in industries specifically designated by the Board. This list of industries will be announced by the Board in the next few days. Proposed wage adjustments in industries not so listed must be referred to the Board in Washington for action.

2. Inequalities and Gross Inequities.

"The wage rate inequalities," the policy states, "and the gross inequities which may require adjustment under the stabilization program are those which represent manifest injustices that arise from unusual and unreasonable differences in wage rates.

"Wage differentials which are established and stabilized are normal to American industry and will not be disturbed by the Board."

The Board itself will review all cases where increases are requested under this section. Such cases must go to the Regional Director for his approval first.

3. Substandards of Living.

"The Board is not," the policy states, "in a position at this time to enunciate a general policy to govern the adjustment of wages to eliminate substandards of living. The Board will not undertake to measure substandards of living by any fixed wage rate.

"Such cases involving substandards of living as may arise will be considered by the Board on their individual merits until sufficient experience has accumulated to permit the statement of a more general policy."

4. Effective Prosecution of the War.

"The National War Labor Board," the policy states, "will not approve wage increases for the purpose of influencing or directing the flow of manpower.

"When in a particular case management and labor, in cooperation with the War Manpower Commission and other government agencies, have taken concerted action to solve a manpower need, the Board will consider a request in that case to correct whatever inequalities or gross inequities may then need correction."

This policy applies not only to wages but to the salaries over which the Board has jurisdiction. The Board has jurisdiction over all salaries under $5,000, except for those supervisory or professional employees who are not represented by labor unions.

The text of the Board's policy is attached.

November 6, 1942

WAGE STABILIZATION POLICY OF THE NATIONAL WAR LABOR BOARD

The policy directive given the National War Labor Board by Congress and by the President is clear. Under that directive, the Board will act on the presumption that wage rates prevailing on September 15, 1942 are proper. The Board will grant wage increases over the level prevailing on September 15, 1942 only in exceptional cases and in accordance with the following paragraph of Executive Order #9250 of October 3, 1942:

> "The National War Labor Board shall not approve any increases in the wage rates prevailing on September 15, 1942, unless such increase is necessary to correct maladjustments or inequalities, to eliminate substandards of living, to correct gross inequities, or to aid in the effective prosecution of the war."

The National War Labor Board will examine carefully each claim for such exceptional treatment before approving any increase. In considering specific cases, the Board will be guided by the following general principles. The application of these principles by regional directors will be subject to all general orders of the Board and to its announced rules of procedure.

1. Maladjustments

If a group of employees has received increases amounting to 15% in their average straight-time rates over the level prevailing on January 1, 1941, the Board will not grant further increases as a correction for maladjustments.

Beginning about January 1, 1941 a race between wages and prices began. Between that date and May, 1942, when the President's seven point program to stabilize the cost of living was announced, the cost of living had risen 15% as measured by the general index of the Bureau of Labor Statistics.

In the same period, very considerable but varying increases in wage rates were made. The irregularity of wage increases caused many maladjustments in the wage relationships between different plants and industries. A substantial majority of industrial workers had received more than 15% increase; some had received less.

To correct these maladjustments, the Board will consider requests for general increases in straight-time rates up to 15% above the level prevailing on January 1, 1941. This policy sets a terminal point for general wage increases. It is not applicable to individual workers or to employees in particular job classifications. It will be applied only to groups composed of all the employees in a bargaining unit, in a plant, a company, or an industry, depending upon the circumstances of each case.

Adjustment of wage rates to correct maladjustments may be made by regional directors; Provided, however, that their authority in this regard will be limited to cases arising in those industries which have been specifically designated by the Board, and if in the judgement of a regional director a wage adjustment for the correction of a maladjustment would act to unstabilize wages, the case shall be referred by him to a tri-partite regional panel.

A list of designated industries is attached hereto and may be enlarged or modified by the Board from time to time. Any proposed wage adjustments in industries not listed must be referred to the National War Labor Board at Washington for action.

2. Inequalities and Gross Inequities

The wage rate inequalities and the gross inequities which may require adjustment under the stabilization program are those which represent manifest injustices that arise from unusual and unreasonable differences in wage rates.

Wage differentials which are established and stabilized are normal to American industry and will not be disturbed by the Board.

The Board itself will review cases where evidence is submitted to show that existing differences in wage rates are so discriminatory as to make their continuance a manifest injustice. Such evidence may be submitted to the regional director. If the regional director is satisfied that the evidence submitted so justifies, the claim may then be transmitted to the National War Labor Board in Washington for consideration.

3. Substandards of Living

In the President's Message of April 27, 1942 and again in the Executive Order of October 3, 1942, the word "substandard" is used with reference to the need for eliminating substandards of living. The National War Labor Board has dealt with but a very few cases in which the substandard issue has been a factor. Therefore, the Board is not in a position at this time to enunciate a general policy to govern the adjustment of wages to eliminate substandards of living. The Board will not undertake to measure substandards of living by and fixed wage rate.

Such cases involving substandards of living as may arise will be considered by the Board on their individual merits until sufficient experience has accumulated to permit the statement of a more general policy.

4. Effective Prosecution of the War

Under Executive Order 9250, the National War Labor Board may approve any increase of the wage rates prevailing on September 15, 1942 if such an increase is necessary "to aid in the effective prosecution of the war." Every adjustment in September 15, 1942 wage levels that the Board may make will be, in its judgement, for a more effective prosecution of the war.

The National War Labor Board will not approve wage increases for the purpose of influencing or directing the flow of manpower.

When in a particular case management and labor, in cooperation with the War Manpower Commission and other government agencies, have taken concerted action to solve a manpower need, the Board will consider a request in that case to correct whatever inequalities or gross inequities may then need correction.

NATIONAL WAR LABOR BOARD

For immediate release
October 31, 1942

B 276

The National War Labor Board today issued three unanimously approved General Orders under the authority of the Executive Order of October 3. Briefly, these General Orders do the following:

GENERAL ORDER NO. 7. This General Order exempts from the Executive Order of October 3 any increase in wage and salary rates made in compliance with state minimum wage laws. The Executive Order had already exempted wage and salary increases made in compliance with the Fair Labor Standards Act.

GENERAL ORDER NO. 8. Under this General Order adjustment in wages and salaries over which the Board has jurisdiction can be made without the approval of the Board if they are paid in any territory or possession of the United States, except Alaska.

GENERAL ORDER NO. 9. This General Order further defines the jurisdiction of the Board over salaried employees who earn up to $5,000 per year. Under the regulations issued by the Economic Stabilization Director on October 27, the Board was given jurisdiction over the adjustment of salaries up to $5,000 per year, except for those employees "employed in a bona fide executive, administrative or professional capacity" who are not represented by recognized unions.

For the convenience of employers and employees the Board adopted the definition of "employed in a bona fide executive, administrative or professional capacity" used by the Wage and Hour Division.

This General Order also clarified the effective date of the Board's jurisdiction over salary increases. All increases put into effect on or before October 27 do not come within the jurisdiction of the Board, even though these increases were first reflected in a payroll subsequent to October 27. To come within the scope of this exemption the increases must have been applicable to work done prior to October 27 and contained in either a written agreement or communicated to the employees by formal action on or before October 27.

The text of the General Orders follow:

GENERAL ORDER NO. 7

Since Title VI, Section 1 of Executive Order No. 9250, dated October 3, 1942, states that "nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act," and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders.

GENERAL ORDER NO. 8

Exercizing the authority vested in the National War Labor Board by Section 4001.14 of Part 4001, Regulations Relating to Wages and Salaries, issued on October 27, 1942 by the Economic Stabilization Director and approved by the President, and deeming it necessary for the effective administration of the Act of Congress of October 2, 1942, the Board hereby determines that adjustments in any wages or salaries over which this Board has jurisdiction and which are paid in any territory or possession of the United States, except Alaska, are exempted from the operation of the said Regulations and therefore may be made without the approval of the Board.

GENERAL ORDER NO. 9

Adjustments in Salaries Totalling Not in Excess of $5,000 Per Annum

I. Jurisdiction of the National War Labor Board

Section 4001.2 of Part 4001 "Regulations Relating to Wages and Salaries," issued on October 27, 1942 by the Economic Stabilization Director and approved by the President provides in part that the National War Labor Board "shall have authority to determine whether any....salary payments to an employee totaling in amount not in excess of $5,000 per annum where such employee

(a) in his relations with his employer is represented by a duly recognized or certified labor organization, or,

(b) is not employed in a bona fide executive, administrative or professional capacity.

are made in contravention of the Act of Congress of October 2, 1942, or any ruling, orders or regulations promulgated thereunder."

In other words the Board has jurisdiction over the adjustment of salaries up to $5,000 a year, except for those employees employed in a bona fide executive, administrative or professional capacity who are not represented by duly recognized or certified unions.

Section 4001.6 of said Regulations provides that "in the case of a salary rate of $5,000 or less per annum existing on the date of the approval of these regulations by the President" (namely, October 27, 1942) no increase shall be made without the prior approval of the Board.

The Board hereby defines what is meant by "employed in a bona fide executive, administrative or professional capacity"*.

Executive

The term "employed in a bona fide executive capacity" shall mean any employee --

(A) whose primary duty consists of the management of the establishment in which he is employed or of a customarily recognized department or subdivision thereof, and

---

* For the convenience of employers and employees who have been accustomed to the practices prevailing under the Fair Labor Standards Act, these definitions have been taken from the regulations promulgated by the Wage & Hour Administrator, pursuant to Section 13 (a) (1) of the Fair Labor Standards Act of 1938 (52 Stat, 1060), but no provisions of that Act or of any regulations issued thereunder are in any way applicable to the regulations and orders of the National War Labor Board.

(B) who customarily and regularly directs the work of other employees therein, and

(C) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight, and

(D) who customarily and regularly exercise discretionary powers, and

(E) who is compensated for his services on a salary basis at not less than $30 per week (exclusive of board, lodging, or other facilities), and

(F) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the number of hours worked in the workweek by the employees under his direction; provided that this subsection (F) shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment.

Administrative

The term "employed in a bona fide administrative capacity" shall mean any employee --

(A) who is compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities), and

(B) (1) who regularly and directly assists an employee employed in a bona fide executive or administrative capacity (as such terms are defined in these regulations), where such assistance is nonmanual in nature and requires the exercise of discretion and independent judgment; or

(2) who performs under only general supervision, responsible nonmanual office or field work, directly related to management policies or general business operations, along specialized or technical lines requiring special training, experience, or knowledge, and which requires the exercise of discretion and independent judgment; or

(3) whose work involves the execution under only general supervision of special nonmanual assignments and tasks directly related to management policies or general business operations involving the exercise of discretion and independent judgment; or

(4) who is engaged in transporting goods or passengers for hire and who performs, under only general supervision, responsible outside work of a specialized or technical nature requiring special training, experience, or knowledge, and whose duties require the exercise of discretion and independent judgment.

Professional

The term "employed in a bona fide professional capacity" shall mean any employee who is --

(A) engaged in work--

(1) predominantly intellectual and varied in character as opposed to routine metal, manual, mechanical, or physical work, and

(2) requiring the consistent exercise of discretion and judgment in its performance, and

(3) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and

(4) whose hours of work of the same nature as that performed by employees not employed in an executive, administrative or professional capacity do not exceed 20 percent of the hours worked in the workweek by such employees; provided that where such non-professional work is an essential part of and necessarily incident to work of a professional nature, this subsection (4) shall not apply, and

(5) (a) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes; or

(b) predominantly original and creative in character in a recognized field of artistic endeaver as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination, or talent of the employee, and

(B) compensated for his services on a salary or fee basis at a rate of not less than $200 per month (exclusive of board, lodging, or other facilities); provided that this subsection (B) shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof.

II. Effective Date of the Board's Jurisdiction

Pursuant to Section 4001.6 of the said Regulations, increases in salaries which by written agreement executed on or before October 27, 1942, or by formal action communicated to the employees, on or before October 27, 1942, were made applicable to work done prior to October 27, 1942, do not come within the jurisdiction of the Board, notwithstanding such increases are first reflected in a payroll subsequent to October 27, 1942.

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III . Salary Increases Which Do Not Require Board Approval

Pursuant to Section 4001.6 of the said Regulations, adjustments may be made in salary rates over which the Board has jurisdiction without the approval of the Board, if they are made in accordance with the terms of a salary agreement or salary rate schedule and as a result of

(a) individual promotions or reclassifications,
(b) individual merit increases within established salary rate ranges,
(c) operation of an established plan of salary increases based on length of service,
(d) increased productivity under incentive plans,
(e) operation of a trainee system, or
(f) such other reasons or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations.

No such adjustments in salary rates, however, shall result in any substantial increase of the level of costs or shall furnish the basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

IV. Exempt Employers

Pursuant to Section 4001.11 of the said Regulations salary adjustments made by employers who employ not more than eight individuals are exempted from the provisions of Sections 4001.6, 4001.7 and 4001.8 of the said Regulations and may therefore be made without the approval of the National War Labor Board.

V. Statutory Salaries and Wages

The said Regulations, pursuant to Section 4001.13 thereof, are not applicable to any salary or wages paid by the United States, any state or political subdivision thereof, the District of Columbia, or any agency or instrumentality of any one or more of the foregoing where the amount of such salary or wages is fixed by statute. Adjustment in such salaries or wages may therefore be made without the approval of the National War Labor Board.

VI. Decreases in Salaries of Less than $5,000 Over Which the National War Labor Board has Jurisdiction as Defined in Section I of This Order.

Pursuant to Section 4001.07 of the said Regulations, no decrease in a salary rate paid to an employee for any particular work, and over which the National War Labor Board has jurisdiction as defined in Section I of this Order, may be made by the employer below the highest salary rate paid for such work between January 1, 1942 and September 15, 1942, without the prior approval of the Board.

NATIONAL WAR LABOR BOARD

For immediate release
October 22, 1942 B 262

In a move to stop the pirating of workers with promises of exorbitant wages, the National War Labor Board today unanimously decided that the Executive Order of October 3 prohibits an employer from hiring an individual at a rate higher than the one previously established in his plant for workers of similar skill and productive ability.

The Board announced this decision in the form of General Order #6 which stated that to hire a worker at such a higher rate would be a wage increase within the meaning of Executive Order #9250, and would, therefore, require approval of the Board.

This General Order also provided that if no previous job classification has been established by the employer for the plant involved, "the rate shall be fixed at a level not exceeding that which prevails for similar classifications within the area unless a higher rate is approved by the National War Labor Board."

To answer a large number of inquiries which have arisen concerning the application of three of its General Orders to particular situations, the Board also unanimously decided to issue six interpretations of these orders.

In General Order #3 the Board October 7 tentatively approved all wage increases "put into effect on or before October 3," the date of the Executive Order stabilizing wages. In three interpretations, the Board decided that:

1. Wage increases to be approved under the terms of General Order #3 must have been included in a written agreement entered into on or before October 3 or have been communicated to the employees by formal action on or before that date. To be approved, such increases must have been applicable to work done prior to October 3, though they need not have been reflected in a payroll on or before that date.

2. No increases resulting from the award or decision of an arbitrator or referee made after October 3 is approved under the terms of General Order #3, even though the agreement to arbitrate was made prior to that date.

3. No change in wage rates, unless otherwise exempted, can be made in the future without approval of the Board, even if such changes are called for in collective bargaining agreements. Typical cases are contracts calling for automatic adjustments tied to changes in the cost of living.

In General Order #4 the Board exempted wage adjustments by employers of 8 or less individuals. In two interpretations of this order the Board decided that:

1. This exemption does not apply to employers who own or operate more than one plant or unit if the total number of employees in all these plants or units exceed 8. Chain stores are typical of the employers who are not exempted.

2. The exemption does not apply to employers if the wages, hours, or working conditions of their employees "have been established or negotiated on an industry, association, area or other similar basis, whether by master contract or by separate but similar or identical contracts." If a number of

stores in a city, for instance, all employing 8 or less persons, are covered by a master contract with a union, an individual store could not make a wage adjustment under the exemption provided in General Order #4. Such adjustments, if allowed, might have the effect of creating inequalities where wages had been stabilized by a master agreement.

In General Order #5 the Board approved individual wage adjustments which fall within certain prescribed limitations. In an interpretation of this order the Board said that the readjustment of piece rates could be made without approval of the Board if the original rate was only set tentatively for trial purposes, or if it yields less than the regularly established or normal amount prevailing in the plant for that type of job.

Texts of all the General Orders and interpretations issued by the Board to date are attached.

1262

GENERAL ORDER NO. 1

All increases in wage rates which have been directed by the War Labor Board prior to October 3, 1942, shall be put into effect in accordance with the terms of the Directive Order in each particular case.

GENERAL ORDER NO. 2

The procedures in the National War Labor for the adjustment of labor disputes affecting wages established under Executive Order No. 9017, dated January 12, 1942, shall remain in full force and operation, and in all present or future cases in which the jurisdiction of the Board has attached or shall attach by certification or otherwise, the parties shall be deemed to have given notice within the terms of Title II, Section 1, of Executive Order No. 9250, dated October 3, 1942.

GENERAL ORDER NO. 3

The National War Labor Board hereby approves all increases in wage rates which were put into effect on or before October 3, 1942, provided, however, that the Board reserves the power under the provisions of Title III, Section 3 of the Executive Order to disapprove any such wage rate which it may find to be inconsistent with the policy enunciated in the said Executive Order or hereafter formulated by the Economic Stabilization Director and in case of such disapproval to order the discontinuance of further payment of such wages.

Interpretation No. 1 to General Order No. 3

In General Order No. 3 the words "increases in wage rates which were put into effect on or before October 3" include increases in wage rates which by written agreement entered into on or before October 3, 1942, or by formal action communicated to the employees on or before October 3, 1942, were made applicable to work done prior to October 3, 1942, notwithstanding such increases were first reflected in a payroll subsequent to October 3, 1942.

Interpretation No. 2 to General Order No. 3

Any change in wage rates, regardless of its effective date, which results from the award or decision of an arbitrator or referee made after October 3, 1942 is subject to the provisions of Executive Order No. 9250, dated October 3, 1942, notwithstanding the agreement or order for arbitration or reference was made on or before October 3, 1942.

Interpretation No. 3 to General Order No. 3

Unless otherwise expressly exempted, any change in wage rates provided for in any existing agreement to take effect at some future date or on the happening of some future event, is subject to the provisions of Executive Order No. 9250, dated October 3, 1942, regardless of when the agreement was made.

GENERAL ORDER NO. 4

Wage adjustments made by employers who employ not more than eight (8) individuals are exempted from the provisions of the Executive Order No. 9250 of October 3, 1942.

Interpretation No. 1 to General Order No. 4

The exemption granted by General Order No. 4 to employers who employ not more than eight individuals does not apply to employers who own or operate more than one plant or unit where the aggregate of employees in such plants or units exceeds eight.

Interpretation No. 2 to General Order No. 4

The exemption provided for by General Order No. 4 shall not apply to employers whose employees' wages, hours or working conditions have been established or negotiated on an industry, association, area or other similar basis, whether by master contract or by separate but similar or identical contracts.

GENERAL ORDER NO. 5

Wage adjustments may be made in the rates of individual employees, without approval of the National War Labor Board, if they are incident to the application of the terms of an established wage agreement or to established wage rate schedules covering the work assignments of employees and are made as a result of:

a. Individual promotions or reclassifications

b. Individual merit increases within established rate ranges

c. Operation of an established plan of wage increases based upon length of service

d. Increased productivity under piece-work or incentive plans

e. Operation of an apprentice or trainee system

The Board further finds that adjustments of wages made under this order should not result in any substantial increase of the level of costs and shall not furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justifiable reductions in such price ceilings.

Interpretation No. 1 of General Order No. 5

The fixing of a piecerate which was theretofore set only tentatively for trial purposes, and the re-setting of a piece-rate which was found to have been set in the first instance so as to yield less than the regularly established or normal amount prevailing in the plant for that type of job, are each "wage adjustments...incident to the application of the terms of an established wage agreement or to established wage rate schedules" within the meaning of General Order No. 5, and may therefore be made without approval of the National War Labor Board.

GENERAL ORDER NO. 6

(a) The hiring of an individual at a wage rate in excess of the rate previously established in the plant for employees of similar skill and productive ability within the classification in which the individual is employed is a "wage increase" within the meaning of Executive Order No. 9250.

(b) If a wage rate for a job classification has not theretofore been established by the employer for the plant involved, the rate shall be fixed at a level not exceeding that which prevails for similar classifications within the area, unless a higher rate is approved by the National War Labor Board.

Miss Bertha Nienburg
R. 1328

NATIONAL WAR LABOR BOARD

For immediate release
October 3, 1942

B 228

The National War Labor Board today announced that it had granted an increase of 4¢ an hour to 90,000 employees of the Chrysler Corporation in order to bring their increases since January 1, 1941, up to the 15% increase in the cost of living between then and May 1942. At the same time, in an opinion by Dr. George W. Taylor, Vice Chairman, the Board for the first time defined the term "inequalities" in such a way as to insure that only abnormal differences in wage rates will be adjusted as inequalities.

"It should be pointed out," Dr. Taylor's opinion stated, "that differences in rates are not necessarily inequalities in rates. On the contrary, the wages paid in American industry are normally characterized by all sorts of differentials created for many different reasons. Under any sound program for stabilizing wages in this time of war it must be presumed that well established differences in wages are not inequalities. This approach was accepted by the Board in considering the question of north-south differentials in the textile cases. Such an approach is particularly to be followed when such differences in wages have been established by collective bargaining procedures. One must not interpret the above-stated presumption, however, as an indication that established differences in wages can never become inequalities. They may be subject to adjustment if they have become inequalities which must be rectified in the interests of full production of war goods. The point is, however, that a showing of an inequality in wages requires much more than a showing of differences."

The Board's decision, which was made September 25, but was held up for release awaiting the writing of opinions, also adjusted the vacation pay to bring it in line with the Board's decision in the General Motors case and, for the same reason, directed that "wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations."

It denied the request of the United Automobile Workers of America, CIO, which represents the employees, for a $1.00 per hour minimum wage rate and also for the abolition of differentials between plants of the company.

Dr. Taylor's definition of "inequalities" was written in connection with his explanation of the decision of the Board to deny the request of the union for an increase "in the rates of all classifications which are now below any of the competitive plants in this area, so that none of the Chrysler rates are lower than those paid in this area." On this point Dr. Taylor also said:

"In the present case, the Union has not submitted convincing evidence that Chrysler rates represent 'inequalities' simply because some of them may be less than the highest rates paid in the area. Nor do Chrysler wage rates necessarily represent 'inequalities' to the extent that they are lower than the average rate. The average rate is simply a summary figure for varying rates. In a rough way, it is to be expected that half the rates are below the average and half are above the average. Normal variations of rates, both above and below the average, are to be expected. It is elementary that average wages cannot be made a standard to which wages below the average should be adjusted. Such a procedure would not only result in a change of rates but also in a change in the average. This would then necessitate further successive adjustments in rates below the new average until all rates approximated the top rates. For these reasons the panel recommendations were rejected. The Board could not accept average wages as a standard to which below-average wages should be adjusted.

"There are sound reasons for presuming, however, that rates abnormally below the average represent inequalities. The panel indicated that, **in its judgment, a relatively few rates of** the Chrysler Corporation, already set for new jobs, were unreasonably low to such an extent that they represented inequalities as above defined. Any such inequalities which may prevail in specific cases should be promptly negotiated between the parties since the panel has found that a relatively few inequalities of the type mentioned are giving rise to an industrial relations problem in these plants. Any such inequalities in specific cases as are not adjusted by negotiation between the parties will represent a labor dispute which may be subject to determination by the National War Labor Board."

The union had also requested the abolition of the differential between the wages in the Corporation's Detroit plants and in the other plants involved in this case located at New Castle, Evansville and Kokomo, Indiana, and Marysville, Michigan. The Board rejected this request on the grounds, according to Dr. Taylor, that "such regional differences as are involved in this case are of long standing and, although they have been reduced, have continued to prevail throughout several collective bargaining agreements. The presumption is, therefore, that they are not gross inequalities which result in discriminatory treatment to the affected employees."

The 4¢ an hour general increase ordered by the Board is to be retroactive to June 1, the date when the wage agreement between the corporation andthe union expired. The Board increased the vacation pay so that those with at least five years' seniority will be granted $90 in lieu of vacations for the year 1943. Those with at lease one year's seniority but less than five will receive $45.00. Formerly the corporation has granted $45.00 for all employees with more than one year's seniority.

Dr. Taylor said in his opinion that the Board urged the parties in their negotiations for a new contract in November "to give earnest consideration to the desirability" of providing for an Impartial Umpire.

The Board's decision was unanimous except that the two CIO members participating dissented on the general wage increase, minimum rate, wage equalization and abolition of the differential sections of the decision. The two AFL members dissented on the general wage increase and the minimum rate.

Thomas Kennedy and Van A. Bittner, CIO members, stated in a dissenting opinion that if the Board had applied the Little Steel formula in the same manner in which it had applied it in the General Motors case the Chrysler workers would have been entitled to 4½¢ an hour instead of 4¢. The dissent stated that the Board had followed the "whimsical guesswork" of its panel in subtracting ½¢ as an allowance for individual wage increases granted since January 1, 1941.

The dissenters took issue with the Board's method for determining the inequalities in existing Chrysler wage rates, stating that it would have been better to have accepted the panel's recommendation and submit disputes on this matter to an impartial arbitrator.

The CIO members also took issue with the Board's decision that no adjustments should be made in the differentials now existing between the wages paid in the corporation's Detroit plants and the other plants of the company. The CIO members stated in their opinion that this decision by the Board was inconsistent with its decision narrowing the inequalities between the northern and southern plants of the Aluminum Company of America.

"The Board has given no adequate justification," the dissent stated, "for rejecting the Panel's recommendation. The majority opinion presumes that since the differentials are of long standing and since they have continued through several collective bargaining agreements, there are therefore no discriminatory inequalities. This presumption ignores the fact that the differentials were originally established and maintained by the unilateral action of the Company. Thesedifferentials were formerly much greater than at present, but since the Union established bargaining relations with the Company it has succeeded in gradually reducing the differentials. Their continuance, therefore, is proof only of the fact that the Union has not yet attained its objective of eliminating them. Do these facts call for a freezing of present conditions now and hereafter? Does this Board intend to lend dignity to industrial practices which have nothing to commend them but their age? Presumably the answer is no, because the majority goes on to declare that there is no convincing evidence that the regional rate differences represent gross inequalities which result in discriminatroy treatment. If it is only a matter of evidence, then there is no validity to the Board's rejection of the Panel's recommendation, the purpose of which is simply to provide for the collection of the relevant facts."

The Directive Order of the Board, Dr. Taylor's opinion and the dissent of the CIO are attached.

NATIONAL WAR LABOR BOARD

In the matter of	:	October 2, 1942
CHRYSLER CORPORATION	:	
and	:	
UNITED AUTOMOBILE, AIRCRAFT & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA - CIO	:	Case No. 240

DIRECTIVE ORDER

Pursuant to Paragraph 3 of the Executive Order of January 12, 1942, the National War Labor Board hereby accepts in part and rejects in part the unanimous recommendations of the Mediation Panel in the above entitled case.

The Board adopts the recommendations of the Panel on the following items:

1. General Wage Increase. The Chrysler Corporation shall grant to all of its employees covered by this case a wage increase of four (4) cents per hour.

2. Retroactive Date. The general wage increase of four (4) cents per hour and the adjustment of hiring rates shall be made retroactive to June 1, 1942.

3. Minimum Rate. The Union's demand for a one-dollar per hour minimum wage rate in all plants of the Corporation is hereby denied.

The Board rejects the recommendations of the Panel on the following items and orders as follows:

1. "Vacation Pay." The following provision shall be incorporated by the parties in their new agreement:

> "In lieu of vacation with pay for the year 1943, the Corporation will pay between December 1 and December 10, 1942, to each regular hourly rated employee who has at least one year's seniority on December 1, 1942, the sum of forty-five dollars ($45.00). To each regular hourly rated employee who has at least five years' seniority on December 1, 1942 the payment to be made, as above outlined, in lieu of vacation with pay for the year 1943 shall be ninety dollars ($90.00)."

2. Wage Rates for Female Employees. Wage rates for women shall be set in accordance with the principle of equal pay for comparable quantity and quality of work on comparable operations.

Any dispute arising as to the question of quality, quantity, or comparability, as herein defined, shall be subject to consideration under the established grievance procedure. Any unresolved disputes on this matter shall be subject to final determination by an arbitrator appointed by the National War Labor Board.

[illegible] The parties shall include in the new Agreement the above provisions and in their application shall be guided by the principles enunciated by the Board concerning the effectuation of the principle of equal pay for equal work by female employees.

3. "Wage Equalization," "Abolition of Differentials Between Chrysler Plants" and "New Rates and Classifications."

The Board rejects the Panel's recommendations on on these three matters under the circumstances set forth in the Opinion.

4. Tool and Die and Maintenance Rates. The Board makes the additional determination, in conformance with its resolutions of August 4, September 2 and September 18, 1942 that separate attention shall be given to the Union's claim as respects rates for tool and die and maintenance employees.

Concurring:

/s/ William H. Davis, Chairman

/s/ George W. Taylor

/s/ Frank P. Graham

/s/ Wayne L. Morse

/s/ Roger D. Lapham

/s/ Cyrus Ching

/s/ Frederick S. Fales /s/ Almon E. Roth

Concurring except for general wage increase and minimum rate:

/s/ Martin P. Durkin /s/ Robert J. Watt

Concurring except for wage equalization, general wage increase, minimum rate and abolition of differentials between Chrysler Plants.

/s/ Thomas Kennedy /s/ Van A. Bittner

(S E A L)

NATIONAL WAR LABOR BOARD

In the matter of :
:
CHRYSLER CORPORATION : Case No. 240
:
and :
: October 2, 1942
UNITED AUTOMOBILE, AIRCRAFT :
& AGRICULTURAL IMPLEMENT :
WORKERS OF AMERICA - CIO :

OPINION

In finally determining the present case, the National War Labor Board has accepted in part and rejected in part the unanimous recommendations of the mediation panel in the above entitled case. The significance of certain sections of the Board's directive order are set forth by this opinion.

The present agreement between the United Automobile, Aircraft & Agricultural Implement Workers of America - CIO and the Chrysler Corporation as respects non-wage matters is not subject to negotiation prior to "between November 1 and November 15, 1942." The wage rates presently being paid were established by a letter of agreement dated June 2, 1941 in which it was stated that "the rates as so increased will be the rates of wages to be paid by the Corporation until June 1, 1942..." The different expiration dates for the two parts of the agreement between the parties have been considered by the Board in making its determination. It has been recognized by the parties and by the Panel that "only money matters" are presently at issue. The Board has concluded, however, that a sound disposition of the "money matters" indispute require present attention, not only to the union claims for wage rate changes, but also to the related questions of vacation allowances and to the principle of equal pay for equal work by female employees. Although the general wage increase has been specified retroactively to June 1, 1942, the expiration date of the wage rate agreement, the provisions designated by the Board to cover vacation allowance and equal pay for equal work for female employees are established for inclusion in the general agreement when it may be reopened between November 1 and November 15, 1942. Disposition of these two issues at the present time appeared to be entirely desirable and reasonable to the Board in the interests of stabilizing industrial relations in the vital war plants operated by the Corporation.

General Wage Increase

The Board has determined that a general wage increase of $.04 per hour is payable to all employees of the Chrysler Corporation covered by this case. This general wage increase was unanimously recommended by the Panel in furtherance of its stated objective of "applying to the Union's wage demand as accurately as they can, the principles of the National War Labor Board's wage policy as enunciated in the 'Little Steel' case." A majority of the Board has sustained the judgment of the Panel that its recommendation of a general wage increase of $.04 represents an accurate determination in this regard.

As of January 1, 1941, the average straight-time hourly earnings for Chrysler Corporation employees was 96.6 cents per hour. Under the wage stabilization program of the Board these employees are entitled to an increase of 15%, or 14.5 cents per hour, over the January 1, 1941 rate. They have already been provided with a substantial portion of this amount in the form of general increases totalling 10 cents per hour. It is to be noted, however, that the average straight time hourly earning in May, 1942 was $1.093 per hour or an increase of 12.7 cents over January 1, 1942. It became the responsibility of the panel to decide whether or not the "extra" 2.7 cents represented a wage increase.

Such a procedure is frequently necessary in applying the "Little Steel" formula. Changes in the average hourly rate for a group of employees may occur because of such factors as promotions, merit increases, the hiring of relatively greater numbers of employees in the higher paid brackets and the progress of learners to the status of experienced operators. Such changes cannot properly be considered as wage increases. On the other hand, it cannot properly be concluded that general wage increases applicable to all employees are the only increases for which account is to be taken in computing the cost of living adjustment. Adjustments in the wage rate schedules, even though they affect a small proportion of the employees, are bona fide wage increases, particularly when they effect a change in wage schedules agreed upon by the parties to a collective bargaining agreement.

After analyzing the data in this case, the panel concluded that such wage adjustments in this case represented a ½ cent average increase to be added to the 10 cent general wage increases. The panel also concluded, therefore, that 2.2 cents of the 12.7 cent increase in average hourly wage rates from $.966 in January, 1941 to $1.093 in May, 1942 was accounted for by such factors as merit increases and a changing proportion of workers in various wage categories. Such a conclusion is entirely reasonable in the light of the conversion program undertaken by the Corporation during the period in question.

In brief, then, the panel concluded that, during the period in question, Chrysler employees received wage increases totalling 10.5 cents per hour or 10.9% of the 96.6 cent average hourly wage of January 1, 1941. This is 4.1% short of the 15% cost of living adjustment or $.04 per hour, as recommended by the panel.

It has been suggested by a minority of the Board that the finding of the panel should have been for 4½ cents per hour which would be the result if one would ignore every hourly wage change except those of a general nature affecting all employees equally. On the basis of the testimony submitted to it, the panel decided that certain increases in hourly earnings should properly be considered as wage increases applicable against the 15% increase in the cost of living from January 1, 1941 to May 1, 1942. The Board has accepted the judgment of the panel as respects this matter upon which there can be a bona fide difference of opinion. Such a course was also based upon the very cogent reason that the 4 cent increase to Chrysler employees represents a wage increase with a stabilizing effect, since it is identical to the increase granted in the General Motors case, whereas a 4½ cent increase could have an unstabilizing effect.

Because of the closely similar characteristics of the situations involved, it may here be noted that a similar procedure was followed by the Board in determining the wage increase awarded in the General Motors case. In that case a majority of the panel had recommended an increase of $.015 per hour as a cost of living-adjustment. This figure was based upon a simple comparison of average earnings of $94.1 cents per hour in January 1941 with $1.065 per hour in May 1942. These indicated to the panel an increase of $.124 per hour or 13.4%, leaving 1.6% or approximately $.015 per hour still due. The Board determined that this panel had not made the proper computation. The average wage for the General Motors Corporation covers the employees in some 90 plants. During the period in question, the production of automobiles was discontinued and of war goods was greatly expanded. Some wage classifications, formerly covering large numbers of employees were discontinued. Some plants were shut down; new plants were started up. It would be highly unrealistic to fail to see that such drastic changes would likely have a significant effect upon the average hourly earnings of all employees combined. One plant, for example, may have laid off many of its employees receiving relatively low rates while it continued to employ those receiving relatively high rates. This would result in a large increase in the average hourly wage of all workers who were actually employed. It would not represent a wage increase.

In the General Motors case, the above factors presented no real complications. During April 1941, the Corporation provided a general wage increase of $.10 per hour. From that time on, it insisted that its wage rates were "frozen." As a matter of record, no additional increases in established rates were made by the Corporation. It follows, therefore, that the employees who received an average hourly wage of $94.1 in January 1941, were provided with no more than a 10 cent hourly increase during the period in question. This represented an increase of 10.6% leaving 4.4% or $.04 per hour due as a cost of living adjustment. One cannot logically say that, with wage rates frozen, an increase beyond 10 cents in average hourly rates represented a wage increase. On the contrary such increases above 10 cents were unquestionably largely the result of changes in the number of workers employed at the different wage classifications. For these reasons, in the General Motors case, the Board rejected the panel recommendation and computed the cost of living adjustment on the above outlined basis.

The procedure to be followed in applying the "Little Steel" formula can be clearly illustrated by contrasting the situations found in the General Motors and the Chrysler cases. It has been deemed desirable, therefore, not to confine the present opinion solely to the Chrysler cases.

Wage Equalization

The collective bargaining agreements at the Chrysler Corporation do not include wage rate schedules. The union pointed out that rates and wages were established by unilateral Corporation action for "new" occupations necessary for the production of war materials. It was claimed by the Union that such rates for "new" occupations were generally set considerably below rates paid for comparable work by other companies in the area. This was denied by the Corporation which contended its rates were "well above the average for the industry as a whole."

The request of the Union in this matter was for an increase in "the rates of all classifications which are now below any of the competitive plants in this area, so that none of the Chrysler rates are lower than those paid in this area." This request was recognized by the panel as being unreasonable under the national program for wage stabilization. Stabilization does not mean equalization. It certainly does not mean brining all rates up to the level of the highest which are paid.

While rejecting the above-outlined Union demand, the panel suggested that the Union might present as grievances any specific cases in which the Chrysler rate is lower than the industry's average rate for the same or closely similar job classification. While the designation of such cases as "grievances" does not necessarily imply that they are proper grievances requiring positive action, the Board felt that the implication of the panel recommendation was that any Chrylser rate below the average for the industry should be rectified. For this reason, the Board could not accept the panel recommendation.

It should be pointed out that differences in rates are not necessarily inequalities in rates. On the contrary, the wages paid in American industry are normally characterized by all sorts of differentials created for many different reasons. Under any sound program for stabilizing wages in this time of war it must be presumed that well established differences in wages are not inequalities. This approach was accepted by the Board in considering the question of north-south differentials in the textile cases. Such an approach is particularly to be followed when such differences in wages have been established by collective bargaining procedures. One must not interpret the above-stated presumption, however, as an indication that established differences in wages can never become inequalities. They may be subject to adjustment if they have become inequalities which must be rectified in the interests of full production of war goods. The point is, however, that a showing of an inequality in wages requires much more than a showing of differences.

In the present case, the Union has not submitted convincing evidence that Chrysler rates represent "inequalities" simply because some of them may be less than the highest rates paid in the area. Nor do Chrysler wage rates necessarily represent "inequalities" to the extent that they are lower than the average rate. The average rate is simply a summary figure for varying rates. In a rough way, it is to be expected that half the rates are below the average and half are above the average. Normal variations of rates, both above and below the average, are to be expected. It is elementary that average wages cannot be made a standard to which wages below the average should be adjusted. Such a procedure would not only result in a change of rates but also in a change in the average. This would then necessitate further necessive adjustments in rates below the new average until all rates approximated the top rates. For these reasons the panel recommendations were rejected. The Board could not accept average wages as a standard towhich below-average wages should be adjusted.

There are sound reasons for presuming, however, that rates abnormally below the average represent inequalities. The panel indicated that, in its judgment, a relatively few rates of the Chrysler Corporation, already set for new jobs, were unreasonably low to such an extent that they represented inequalities as above defined. Any such inequalities which may prevail in specific cases should be promptly negotiated between the parties since the panel has found that a relatively few inequalities of the type mentioned are giving rise to an industrial relations problem in these plants. Any such inequalities in specific cases as are not adjusted by negotiation between the parties will represent a labor dispute which may be subject to determination by the National War Labor Board.

Differentials Between Chrysler Plants

This question concerned a long established wage differential between the Corporation's Detroit plants and its plants in New Castle, Indiana; Evansville, Indiana; Kokomo, Indiana; and Marysville, Michigan. The union urged the abolition of this differential while the company maintained it provided the "going wage" in the areas in which the relatively lower wage was paid.

On this issue, the panel suggested that it would defer its recommendation on this matter and would base a later determination upon a proposed Bureau of Labor Statistics study of living costs and local labor conditions and wage rates in the cities when the lower rates have long been paid.

The recommendation of the Panel was rejected by the Board. The reasoning of the panel implied that the differences in wage rates are likely indicative of an existing inequality which should be minimized. This point of view of the panel is at variance with that expressed earlier in this opinion. Such regional differences as are involved in this case are of long standing and although they have been reduced, they have continued to prevail throughout several collective bargaining agreements. The presumption is, therefore, that they are not gross inequalities which result in discriminatory treatment to the affected employees. In the absence of convincing evidence that the regional rate differences represent gross inequalities which result in discriminatory and unjust treatment, the Board has determined that the approach suggested by the Panel should not be followed.

New Rates and Classifications

The conversion of the Chrysler plants to war work involves the establishment of many new job classifications with new rates. Such new classifications and rates have so far been set up unilaterally by the Corporation. The union objects that it has no right to challenge such rates until after they have been placed in effect. They are then protested, if they are considered inequitable, in the form of individual grievances. The union protests that such a procedure entails an unduly long period of time for settlement of grievances and makes it difficult for the employees to receive back pay even though it is later agreed that they have been underpaid. The union seeks the establishment of an arbitration procedure to handle such disputes. The Corporation opposes the use of arbitration, particularly on such issues, and maintains that the present method of fixing new rates is equitable. It also insists that this matter is not a proper subject for consideration in the present proceeding which is related solely to its wage agreement with the Union.

The Panel upheld the Union contention and recommended that "The Corporation and the Union shall arbitrate any dispute over new rates and standards which cannot be settled after a reasonable period of negotiation. If the parties are unable to agree upon the selection of such an arbitrator, he shall be designated by the National War Labor Board."

The above-outlined recommendation has been requested by the Board. Since this recommendation relates to a phase of the administration of a collective bargaining agreement by a continuing impartial party, the Board considered this suggestion of the Panel in relation to the desirability of establishing an Impartial Umpire under the agreement. This consideration, carefully made by the Board, has resulted in a recommendation that the parties make every effort to agree upon the designation of an impartial umpire under the new agreement.

The Board is of the firm conviction that the interests of sound labor relations and, therefore, of efficient plant operation can be well served by the inclusion, in collective bargaining agreements, of a grievance procedure with provision for final determination of an Impartial Umpire of questions respecting the interpretation and application of the agreement. Collective bargaining is a day-by-day relationship; it is not confined merely to the consummation of an agreement once a year. The agreement must be applied and interpreted in all sorts of operating situations. In this connection, honest differences of opinion between the parties are bound to occur. The resulting issues should be promptly and finally determined in the interests of efficient operations in the plant.

One of the reasons the Board looks with favor upon the Impartial Umpire arrangement is that its inclusion in a labor agreement is invariably accompanied in normal times by a "no strike" clause which can, moreover, be made effective without resulting in an accumulation of unadjusted grievances. In a very real sense, the "no strike" clause is automatically a part of every collective bargaining agreement in these days of war. We may use the lessons of peace-time collective bargaining to realize that the Impartial Umpire arrangement is the sensible corrollary to full effectuation of the no-strike agreement and, at the same time, an insurance for adequate consideration of grievances.

Let it be clearly understood that the Impartial Umpire has the duty of interpreting and applying the labor agreement. Ordinarily, he has no right to modify or to change any of the terms upon which parties have agreed. As respects new rates, he has the right, in certain agreements, to set rates in balance with those already agreed to by the parties. This particular jurisdiction is frequently denied to the Umpire by specific understanding of the parties.

The Impartial Umpire is an adjunct to collective bargaining; he is not a substitute for collective bargaining. Nor does his availability to decide issues usually mean that the parties turn over to him the making of all their decisions. Rather, the opposite result has been the experience under most agreements which have been operated with an Impartial Umpire. The fact that unresolved grievances may go to an Umpire for final determination on a resonable and equitable basis serves to remove extreme and unreasonable positions from the bargaining of the parties over grievances. Parties are also quick to agree upon matters rather than to press an untenable position before the Umpire.

The above discussion indicates some of the reasons which underlie the Board's conviction that collective bargaining agreements should include the "no-strike" clause and also provision for an Impartial Umpire. Despite a deep conviction held on this matter, the Board is of the belief that the contract provisions in mind are most effective when they are voluntarily agreed to by the parties.

The Board is thus in full accord and sympathy with the objective sought by the panel in recommending final determination of disputes over new rates by a continuing Impartial Umpire. On the other hand, it is fully cognizant of the fact that in the development of the Impartial Umpire arrangement in the mass production industries, the setting of new rates has rarely been within the jurisdiction of the Umpire. In the judgment of the Board, the interests of a voluntary acceptance by the parties of a genuine Impartial Umpire arrangement would not be well served by directing the use of an Umpire and by starting the development of such machinery through the establishing of new rates.

Under the circumstances discussed, the Board has not accepted the Panel recommendation in this matter. The Board does recommend to both parties that, in their impending negotiations, they give earnest consideration to the desirability of including in their new contract a provision for an Impartial Umpire with such jurisdiction as may be agreed upon.

As respects the issue over establishment of new rates, the Board notes that they will be set up as heretofore. After they have been fixed by the Corporation, the Union may present grievances on rates it considers to be improper. If the matters raised are not settled by agreement between the parties, they may result in labor disputes subject to determination by the National War Labor Board. In line with the points of view expressed in this opinion, the Board would act to change such rates if they constituted inequalities which result in discriminatory and unjust treatment of any employee.

OPINION BY: s/ George W. Taylor

NATIONAL WAR LABOR BOARD

In the Matter of: :
: October 2, 1942
CHRYSLER CORPORATION :
:
and :
: Case No. 240
UNITED AUTOMOBILE, AIRCRAFT :
AND AGRICULTURAL IMPLEMENT WORKERS :
OF AMERICA - CIO :

DISSENTING OPINION OF LABOR MEMBERS

We believe that the importance of some of the issues involved in this case makes it necessary for us to give the reasons for our dissent.

General Wage Increase. The majority opinion declares that the procedure to be followed in the application of the "Little Steel" formula has been clearly illustrated in this case and in the General Motors case. To us it appears that the confusion which has heretofore existed has been only "worse confounded" by the decision in this case.

When the Board's wage stabilization formula was first applied in the "Little Steel" cases, it was established - definitely we thought - that only the following wage items were to be considered in determining the appropriate cost of living adjustment: (1) the average straight time hourly earnings as of January 1, 1941; and (2) the percentage of general wage increases granted since that date. If the general wage increase heretofore granted has been less than 15%, then an additional increase sufficient to constitute that percentage is warranted. A greater increase may be called for where inequalities, or substandard wages, exist, but the "stabilization factor" was to be determined in the manner indicated. That was how the formula was applied in the "Little Steel" cases; that was how it was applied in the Aluminum Company case, No. 64, the American Magnesium Company case, No. 33, and the Montgomery-Ward case, No. 192; and lastly, that was how it was applied in the General Motors case No. 125, 128. It was not contemplated that the amount of increases granted since January 1, 1941 should be calculated simply by determining the difference in the average straight time hourly earnings as of that date and some later date. As the majority opinion points out, it would be improper to consider as wage increases those wage changes which were due to promotions, merit increases, reclassifications, and changes in the proportion of higher paid to lower paid employees.

The General Motors case does illustrate the proper application of the "Little Steel" formula. In that case the Panel had determined that wage increases amounting to 13.4% had been granted between January 1941 and May 1942. This was done by finding the difference between the average straight time hourly earnings as they existed on those two dates. The panel concluded that an increase of 1.6% or 1.5 cents, was warranted as the stabilization factor. The Board rejected this method of applying its formula, and gave credit only for such increase in the average straight time hourly earnings as was due to flat general increases. The Board found that the January 1941 average was 94.1 cents; that one general increase of 10 cents had been granted, constituting a 10.6% increase, and that therefore an additional increase of 4.4% or 4 cents, was called for.

No valid reason has been assigned for departing from this procedure in the present case. The Panel indulged in some whimsical guesswork, and the Board applauds the whimsy. The Panel declared two factors ought to be excluded in arriving at the average increase "that is, merit increases, and reflections of changing proportions of workers in various wage categories." But, says the Panel with more caprice than logic, the present average straight time wage "probably does include individual wage rate increases, which ought to be taken into account. Lacking the exact information necessary to clarify this problem, the mediators believe that the fairest solution is to assume that 1/2 cent would cover individual wage rate increases." Why the Panel took such increases into account, after declaring that they should be excluded, we are left to divine. There is certainly no evidence, as is implied by the majority, that they were brought about by collective bargaining. On the contrary, the record indicates that the Company adamantly refused to bargain about, or to grant, any individual wage increases during the term of its previous wage agreement with the Union. The record further demonstrates that, as a result of the conversion program, the increases over and above the general 10 cent flat increase were only apparent, and should be ignored for the reasons given by the majority for ignoring them in the General Motors case. It follows that since the straight time average earnings of Chrysler employees in January 1941 were 96.6 cents, and since the 10 cent general increase heretofore granted amounted to about 10.4%, the employees of Chrysler are now entitled to a further increase of 4.6% or 4.5 cents.

But the majority approved only 4 cents. It declares that a 4 cent increase will have a stabilizing effect whereas a 4.5 cent increase could have an unstabilizing effect. The process by which such remarkable potency is attributed to a half penny we are not privileged to understand. We believe the reverse is more likely to be true. The "Little Steel" formula, as heretofore applied, had at least this virtue, that parties to a wage dispute could, with some degree of certainty, determine what increase, if any, should be allowed, without coming to the Board for enlightenment. As applied in other cases, the formula had this further virtue, that employees could rest assured that any individual increases they may have obtained because of better work and improvements in skill would not be largely washed out by application of the Board's cost-of-living adjustment. If the total increase to which they are entitled is to be the same regardless of increases in efficiency, there will undoubtedly be an inducement to do no more than enough to get by. It will therefore surely be no desirable contribution to stabilization if the Board's denial of the additional half cent in this case is indicative of its future policy in regard to the treatment of individual wage increases.

Arbitration of Inequalities. The Panel recommended that the Union should have the privilege of presenting as grievances specific instances in which the Chrysler rate is lower than the industry's average rate for the same or closely similar job classifications; and if such grievances could not be settled through the grievance procedure, they should be referred to an arbitrator agreed upon by the parties or appointed by the War Labor Board. The Board rejected this proposal because, according to the majority opinion, it implied that any Chrysler rate below the average for the industry should be rectified.

There is little justification for the argument of the majority. In the first place, if there is such an implication, a little verbal ingenuity could easily eliminate it. Secondly, the Panel indicated that the only cases it had in mind were those in which the rates were unreasonably far below the industry average. It was estimated that probably no more than about twenty out of about 500 classifications might be involved. The Panelfurther indicated that it did not believe that differences in rates necessarily constitute inequalities. Lastly, the majority recognizes that there may be rates which are unreasonably low, and therefore declares that such cases should be promptly negotiated and if no settlement is reached, the War Labor Board will resolve the dispute. The essential difference between the Board's decision and the Panel's recommendation, therefore, is that the Board will arbitrate the dispute rather than entrust it to an individual arbitrator, the method of whose selection is determined in advance.

The Board's proposal, however, constitutes merely a postponement of a definitive solution of the problem. The primary reason for the Panel's recommendation was that it did not have the necessary expert knowledge to dispose of the specific inequalities cited by the Union, yet deemed that some procedure was necessary to allay the manifest unrest arising from present inequalities. It is not likely that, if this dispute comes back to the Board, some future Panel will have any greater competence. The Board will, in all probability, then have to appoint an expert to determine the disputes. This difference in procedure is small reason indeed to reject a recommendation designed to allay unrest by assuring employees of an expeditious handling of their grievances. Speed in the handling of grievances is almost as important as just settlement. The Board's proposal offers nosuch assurance of speed.

The majority opinion makes a forceful and effective plea for including in collective agreements a provision for an impartial umpire. It is only a plea, however, because the majority declines to order it in this case over the objection of the Company. The reason given is that an arbitration provision is most effective when voluntarily accepted by the parties. The same thing is true of many other provisions usually included in collective agreements. If this argument is extended to its logical conclusion, namely, that the War Labor Board should wait upon the pleasure of the disputants, it would become utterly impotent. Most of the orders of this Board are made against the more or less vigorous, and sometimes, violent opposition of the parties involved. Some of such orders - such as union security directives - affect the prerogatives of the parties and their day-to-day relationships quite as much as, if not more than, arbitration of occasional wage disputes. This Board has already made too many inroads into the processes of free collective bargaining to become suddenly coy and squeamish about requiring parties to a collective agreement tosubmit unsettled disputes about wage inequalities to an arbitrator.

The position of the majority is particularly untenable in view of the fact that the Board has ordered the parties to arbitrate unsettled disputes over the application of the principle of equal pay for equal work by female employees. We can see no distinction in principle between such disputes and disputes over other types of wage inequalities.

Differentials Between Chrysler Plants. The Union demanded that the 9-cent differential now existing between the Detroit plants of the Company and its plants outside that city be abolished, so that rates would be the same in all plants. In discussing this issue, the Panel declared:

> "It is immediately apparent that the differentials complained of in this case are not caused by outstanding regional differences, as between north and south; nor do they result in substandard wages in the areas where the rates are lower. It also seems evident, however, that there are no apparent compelling reasons for so wide a differential as appears in this case. There is merit in the Union's contention that a large company such as the Chrysler Corporation ought not to shackle its wages to the level of a small community in which it should be a leader. On the other hand, Chrysler wages ought not to exceed the area level by too wide a margin."

The Panel recommended a survey of living costs, wage rates and local labor conditions in the cities where the outlying plants are located, after which the Panel would make further recommendations.

The Board has given no adequate justification for rejecting the Panel's recommendation. The majority opinion presumes that since the differentials are of long standing and since they have continued through several collective bargaining agreements, there are no discriminatory inequalities. This presumption ignores the fact that the differentials were originally established and maintained by the unilateral action of the Company. These differentials were formerly much greater than at present, but since the Union established bargaining relations with the Company it has succeeded in gradually reducing the differentials. Their continuance, therefore, is proof only of the fact that the Union has not yet attained its objective of eliminating them. Do these facts call for a freezing of present conditions now and hereafter? Does this Board intend to lend dignity to industrial practices which have nothing to commend them but their age? Presumably the answer is no, because the majority goes on to declare that there is no convincing evidence that the regional rate differences represent gross inequalities which result in discriminatory treatment. If it is only a matter of evidence, then there is no validity tothe Board's rejection of the Panel's recommendation, the purpose of which is simply to provide for the collection of the relevant facts.

The principle which this Board enunciated in the Aluminum Company case, No. NDMB-66 applies with even more cogency here. In that case this Board substantially reduced the differential between the southern and nothern plants of that Company under circumstances less persuasive than those indicated here. It was there pointed out, among other things, that (1) the cost of living difference was considerably less than the then existing differential; and (2) the employees in the plants involved are doing, by and large, substantially similar work, and job for job, possess substantially equal skill. The fact that the regional differential was of long standing and had continued through a collective bargaining agreement was not considered to be a bar to reducing the differential.

The facts that are in the record of this case call for a similar conclusion. The employees in all Chrysler plants are doing similar work, requiring, job for job, substantially equal skill; the cost of living differences among the various towns are certainly less than the present wage differentials. In the face of these facts, and its own well-reasoned precedent, the refusal of the Board, on the basis of strained implications and specious presumptions, to order even an investigation is wholly unwarranted.

/s/ Thomas Kennedy

/s/ Van A. Bittner

Women's Bureau
U. S. Department of Labor
Washington

Miss M. copy

sent to
War Labor Board

June 3, 1942

WAGE RATES IN OCCUPATIONS OF WOMEN AND MEN IN WAR INDUSTRIES.

General Situation with Regard to Women's Employment.

American manufacturers practically ceased production of the implements and agents of warfare at the end of the last war First World War and the men and women engaged in war production were absorbed into peace-time industries. In creating the new series of war industries in 1940-1942, whether by building new plants or shifting old plants from peace to war-time production, new occupations or new applications of old skills resulted. Many of these occupations were similar in character to work women had done in peace-time industries and to work women were doing in Canada and in England. But as there was a large surplus of man labor available in the United States, the war industries employed men extensively regardless of the nature of the job throughout 1940 and 1941. On December 7 it became evident that many men would be called into the armed services; women were called into war production and are being called in ever increasing proportions. It is estimated their number doubled in the first quarter of 1942 and will be doubled again before the close of 1942.

The many small parts entering into the manufacture of modern weapons of warfare, the precision required in such manufacture, the labor saving devices now available for lifting and moving heavy parts, the usually excellent working conditions in new plants, all make practicable the employment of women in a large number of occupations in many war industries. The speed with which they are taken on and their spread over the occupational field will continue to shift in direct relation to the availability of man labor in each area.

As a result of already existing area variations in the availability of man labor, the following situations are found today:

1. Men are working today on jobs which, through tradition of the last war and (arsenal) employment practices in arsenals, might be considered women's.

   Example: In the manufacture of small arms ammunition women were approximately 40 percent of the workers at the Government arsenal and at one private plant manufacturing in 1940. In early 1942 with 10 plants operating and employing 55,000 persons, only 27 percent of the production force are women. New plants were built in areas with a surplus of man labor in 1941.

2. Men are working today on jobs similar to those women have always done in peace time industries.

   Example: Drill press operations have been and are being done by women in the electrical industry and in many small metal industries. In the new gun plants men are found on light drill presses today.

3. Men are working on jobs in one plant that women are doing in a plant having similar production.

   Example: Women face, center and spot barrel forgings on lathes and do interior drilling and rifling in one machine gun plant and men perform all these operations in another plant.

4. Men and women are working side by side on the same work in the same plant.

   Example: Both men and women rivet, spot weld, gas weld, do subassembly, electrical and radio assembly and many other operations in specific aircraft plants.

Obviously, few war industry occupations can be considered tradionally men's or women's. As more men are drawn into the armed services and more women must be employed, firms seek advice concerning the work women can do effectively and base their decisions in part upon the record for efficiency attained on specific work in plants that have already employed women on a given type of work. But always the extent to which plants lose their men will determine the shifts which take place in the labor force and the type of work women will do. That more women will work side by side with men on similar work, that more women will take over work men may be doing today, there can be no doubt.

Wage Rate Problems.

New wage structures ~~were~~ have been established in new occupations in new war industry plants. For the most part, a minimum hiring rate ~~was~~ have been set and automatic increases provided after 30 or 60 days employment. Thereafter jobs ~~were~~ have been classified and the worker paid according to the classification. When women ~~were~~ have been employed the question immediately ~~arose~~ has arisen as to whether their basic wage rates should be the same or differ from those established for men. Industries and plants within industries are meeting this problem in different ways.

Wage Structure in Aircraft Assembly Plants.

Twenty-two aircraft assembly plants reported that their women production staff had increased to six percent of total production employees in April 1942. All but three of these plants have the same entrance rate for men and women and the same rate of increase during the first months of employment. The initial rate for both men and women beginners is 65 cents per hour in 2 plants, 60 cents in 14 others and 50 and 55 cents in three others. The ~~first~~ increases in 5 cent intervals usually amount to 10 cents or 15 cents per hour. Thereafter the rates are fixed by the job.

Some of the agreements between firms and trade unions specifically mention that women must receive the same pay as men.

Example: Ohio Agreement: "Female employees, who may be required to perform the same work as male employees, will receive equal pay." "The union's hiring rate for all employees shall be 65 cents per hour which shall automatically increase to 70 cents per hour in 50 days and 75 cents per hour at the end of 60 days employment and thereafter he shall be classified and paid at least the minimum of his rate of pay for the classification."

Pennsylvania, New York and New Jersey Agreement: "There shall be no discrimination in rates of pay for female employees replacing male employees." "The minimum hiring rate shall be 60 cents per hour. After two months of employment the rate will be 70 cents per hour. After four months employment the rate will be 75 cents per hour."

Michigan:
An agreement with a Detroit firm just beginning production states: "Women workers shall receive the same wages as men when they perform the same operations." The minimum production rate is 95 cents an hour for both men and women.

At the time rate schedules were secured from airplane plants, only a few plants had employed women as long as two months. However, the following tabulation of occupations in which both men and women were employed is indicative of the relationship of men's and women's earnings in the initial months of women's employment. No complaint has arisen concerning these wage rates.

Aircraft Assembly Plants

	Shop Rates									
Title of Occupation	.60	.65	.70	.75	.80	.85	.90	.95	1.00	1.05 and over
Drill Press										
Men		2	3	73		1	1		1	
Women	2	1	8	11	1	2				
Filer and Burrer										
Men		1	2	30	1		1		1	
Women		5	2	8						
Lathe, Turret - Hand										
Men				14						
Women				3						
Milling Machine										
Men				23	1					
Women				1						
Riveter										
Men	29	1	28	598	6	14	6	9		
Women	11	2	2							
Welder, Gas										
Men	1			1		1	1			1
Women				1						1
Bench Precision, assembly										
Men			3	30	1	3	1			
Women			3	4						
Sub-assembly										
Men	12	11	46	545	26	34	26	13	1	1
Women		9	36	36	2					

Wage Structure in Gun Manufacture.

Plants now engaged in the manufacture of guns had manufactured some guns along with other products prior to 1941 or were converted from automobile part or household equipment manufacture to gun manufacture during 1941 and 1942. When women were employed in these plants prior to 1941, they were not on gun manufacture and were in occupations distinct from those of men. Gun manufacture does not permit the same real differences in the work of men and women.

Machine guns are made up of from 163 to 250 parts, each of which must be machined gradually from forging or casting into final form, exact dimension and finish. By far the largest number of machine tools used in production are millers, followed by drills, profilers and grinders. Burring and gaging are a part of many machine operators' functions, although persons are employed to carry on filing when special filing is required. Because of ~~the~~ ~~man~~y similarity of machines to be operated in a large production plant, reemployment of men and women formerly employed on peace time production necessitates the employment of men and women on the same type of machines and on comparable parts. Setup men are provided whether the machines are operated by men or women.

The following are examples of similar operations on the same parts done by men and women:

Milling:

Top Plate on Cincinnati Miller
Pawl Bracket on Cincinnati Miller, Kent Owens, hand mill
Top Cover on Milwaukee Model H and M 24
Cam on Cincinnati Miller, Milwaukee Miller No. 18
Base on Cincinnati Miller
Accelerator on Cincinnati Miller
Lock on Cincinnati Miller
Latch on Milwaukee #M 18 - M 24

Drill:

Pawl bracket on Avery # 1/2 drill, 4 spdl.
Leland Gifford drill
Lock on Avery # 1/2 drill, 4 spdl.
Leland Gifford drill
Extractor on Avery # 1/2 drill, 4 spdl.
Leland Gifford drill
Cartridge stop on Avery 4 spdl. drill
Bolt on Avery 3 spdl. drill
Leland Gifford drill

Examples of women operating the same machines as men although on different parts are many. Hand Mills., Cincinnati #0.8, Cincinnati #1-12, Cincinnati #1-18, 2-18, 2-24; Milwaukee Model H, M 18, M 24; and Van Norman #118 are operated by both men and women. Although men usually operate~~d~~ drills on heavier parts with heavier jigs, they ~~did~~ do light drilling along with women. In lesser number, women operate automatic profilers, wade bench profilers, automatic screw machines, grinders and precision tappers. Women and men act as inspectors in gun factories.

The wage structure differs in the several gun plants visited but each offers women a lower beginning rate than men and maintains a sex differential in rates when workers are experienced regardless of whether the work done is similar in character. The following are examples of such hourly wage rate differentials:

	Men	Women
Machine Operators:		
Beginning rate:		
Same for all machines	$.60	$.434;-.45
Machine variations	.614 to .746	none
Experienced rates:		
Milling machine operators	.74-.86; .674-.758	.47; .56-.62
Drillers	.72-.84; .674-.758	.47; .56-.62
Grinders	.76-.86; .674-.758 .83	.56 - .62
Automatic Screw Machine operators	.84-.96; .83-.914	.56 - .62
Tool Grinders	.82-1/2 - .87	.68 - .72
Inspectors:		
Shop Inspectors	.62-1/2 - .85	.52 - .58
Mechanical Inspectors	.97 - 1.02	.68 - .72
Visual Inspectors	.90 - .97	.64 - .68

The differences in wage rates shown above are causing much unrest among both men and women workers. Because production has increased as the initial problems of new operation are overcome, because operators work on different parts and on different machines, it is not possible to ascertain the effect on production of employing female workers. Spot checks reveal few differences between men and women working under the same conditions. Women cannot understand why they should be paid less for the same work than the men working beside them and men fear that women are being used to undercut their wage scale.

Policy Developed in the World War.

As soon as women were substituted for men in the last war, the sex wage differential problem arose. In the report of War Labor Conference Board to the Secretary of Labor, March 29, 1918, recommending the creation of a National War Labor Board, among the principles to govern the Board was the following:

"Women in industry --- If it shall become necessary to employ women on work ordinarily performed by men, they must be allowed equal pay for equal work and must not be allotted tasks disproportionate to their strength."

The principle quoted was restated by the Board in a number of awards.[1] Its application was made by the department of administration of awards by actual studies of occupational substitution in the plants concerned.

Present Official Policies with regard to Wage Differentials.

The Women's Bureau of the U. S. Department of Labor was formally recognized by Congress at the end of the last World War as the Agency to promote the welfare of women workers. The principles enunciated by the National War Labor Board have been steadfastly adhered to by the Women's Bureau, the wording being changed to "Wage rates shall be set for the job regardless of sex, race or marital status. Beginning rates shall be the same for all workers." Experience over 20 years has shown that this policy leads to good morale among workers. When women are paid less than men they become an undercutting factor in the industry in times of labor surplus.

While the Fair Labor Standards Act which covers all interstate commerce prohibits the establishment of minimum wage differentials on the basis of sex, only the State of Michigan prohibits sex wage differentials for experienced workers.

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[1] Bulletin No. 287 Bureau of Labor Statistics - National War Labor Board, p. 69.

> "Discrimination as Between Sexes in Payment of Wages of Males and Females Engaged in Manufacture of Any Article. Sec. 556. Any employer of labor in this state, employing both males and females in the manufacture or production of any article, who shall discriminate in any way in the payment of wages as between sexes or who shall pay any female engaged in the manufacture or production of any article of like value, workmanship and production a less wage, by time or piece work, than is being paid to males similarly employed in such manufacture, production or in any employment formerly performed by males, shall be guilty of a misdemeanor: Provided, however, That no female shall be given any task, disproportionate to her strength, nor shall she be employed in any place detrimental to her morals, her health or her potential capacity for motherhood."

In January 1942 representatives of the War, Navy, and Labor Departments formulated a statement of policies in regard to state labor laws. The seventh item in such statement of policies is "Wage rates for women shall be the same as for men including the entrance rate."

* * * * *

DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

January 6, 1942

To: Miss Nienburg
From: Alice Angus

Re: Status of Twin Cities Ordnance Plant Case.

Captain Goulard, who is Major Brennan's assistant, Labor Relations Section, Ordnance Division, War Department, informed~~back~~ me today by telephone that the application for wage increase submitted by the Twin Cities Ordnance Plant has been approved by the Labor Relations Section, and that a letter has been prepared notifying the contractor. He said the wage increases have been approved as of November 22. He also said the contractor had put the wage increases in effect pending the War Department's action on the case, ~~authorized~~ Under War Labor Board's General Order No. 16, the contractor is authorized to do this, he said.

The action of the Labor Relations Section is subject to review by the Wage Adjustment Section in the War Department and by the War Labor Board, but the decision made by the ~~former~~ first agency is final unless reversed or modified. Captain Goulard said the procedure has been in effect too short a time to know whether or not review by the Wage Adjustment Section is just a routine matter, but he would assume that the decision of the Labor Relations Section is final.

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NWLB - PITTSBURGH PROVISION & PACKING CO. (PENNA.)

SWIFT AND COMPANY
MASTER AGREEMENT

WITH

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA

(A. F. L.)

WOMEN'S BUREAU
AUG 2 1943
DEPARTMENT OF LABOR

56

INDEX.

Page
Check-Off 5
Contributions 3
Court Decisions 29
Description of Bargaining Units........ 34
Grievance Procedure 8
Guarantee Time 13
Holidays 12
Leave of Absence........................ 18
Management 28
Military Service 7
More Favorable Conditions............ 30
No Discrimination 7
Object 3
Plants Covered 1
Recognition 2
Seniority 19
Shop Conditions 16
Term 30
Union Maintenance 4
Wages 23
Working Hours 11
Vacations 25

MASTER AGREEMENT FOR A.M.C.&B.W. PLANTS

Whereas the Amalgamated Meat Cutters and Butcher Workmen of North America, A.F. of L., has been designated and selected as the representative for the purpose of collective bargaining by a majority of the production and maintenance employes at the following Swift and Company meat packing plants:

Plants	Local Unions
National Stock Yards Plant, National City, Ill.	78 A.M.C.&B.W. (A.F. of L.)
Watertown, S. D.	52 A.M.C.&B.W. (A.F. of L.)
Montgomery, Ala.	215 A.M.C.&B.W. (A.F. of L.)
Nashville, Tenn.	405 A.M.C.&B.W. (A.F. of L.) (Neuhoff Packing Company Plant)
Baltimore, Md.	149 A.M.C.&B.W. (A.F. of L.) (Corkran Hill & Co. Plant)
North Portland, Ore.	656 A.M.C.&B.W. (A.F. of L.)
So. San Francisco, Calif.	508, 115 and 203 A.M.C.& B.W. (A.F. of L.)

Pursuant to Section 9 (a) of the National Labor Relations Act, the Amalgamated Meat Cutters and Butcher Workmen of North America, A.F. of L., is the exclusive representative of all employes in the bargaining units set forth in Exhibit 1, attached hereto and made a part hereof, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

This AGREEMENT between Swift and Company, hereinafter called the "Company" and the Amalgamated Meat Cutters and Butcher Workmen of North America, A.F. of L., hereinafter called the "Union," recognizes the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the American Federation of Labor, as the exclusive bargaining agency for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

The Company further agrees not to bargain collectively with any other organization or individuals during the life of this agreement PROVIDED: That any individual or group of employes shall have the right to present grievances to their employer at any time in accordance with Section 9 (a) of the National Labor Relations Act.

OBJECT: The parties hereto desire to promote and improve industrial relations between employer and employes. Now, therefore, in consideration of the mutual promises set forth, said parties agree, each with the other, as follows:

ARTICLE I

Section 1. Contributions to charity and membership in insurance or welfare associations is entirely voluntary on the part of the employe.

Section 2. In order to secure the increased production which will result from greater harmony between workers and employes and in the interest of increased cooperation between union and management, which cannot exist without a stable and responsible union, the parties hereto agree as follows:

All employes at the National Stock Yards Plant who, fifteen days after the date of the Directive Order of the National War Labor Board in this case, No. 245, and as a result thereof, all of those employes of the six other plants mentioned in this agreement on page 1, who, fifteen days after the date agreed upon at each plant, are members of the Union in good standing in accordance with the constitution and bylaws of the Union, and all those employes who may thereafter become members shall, during the life of the agreement, as a condition of employment, remain members of the Union in good standing.

The Company and the Union agree that at the six plants mentioned on page 1 of this agreement, other than the National Stock Yards Plant, a notice, a form for which has been agreed to by the parties, be given to the employes at the said six plants on the dates agreed upon at the various plants.

The Company, for said employes, shall deduct from the first pay of each month the union dues for the preceding month and promptly remit the same to the duly designated officer of the Union. The initiation fee of the Union shall be deducted by the Company and remitted to the duly designated officer of the Union in the same manner as dues collections.

The Union shall promptly furnish to the National War Labor Board and the Company a notarized list of members in good standing fifteen days after the date of the Directive Order or the notice, as the case may be. If any employe named on that list asserts that he withdrew from membership in the

Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employe.

The Union agrees that neither it nor any of its officers or members will intimidate or coerce employes into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employe affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union) the dispute shall be regarded as a grievance and submitted to the grievance machinery and, if necessary, to the final determination of an arbitrator appointed by the National War Labor Board in the event that the collective bargaining agreement does not provide for arbitration.

ARTICLE II

Section 1. It is agreed that there shall be no discrimination by the Company or any of its agents against any of its employes because of membership in the Union, shop stewards, members of a shop committee, or Union representative.

Section 2. Military Service. An employe who leaves a position other than a temporary one will be reinstated upon presentation of the certificate showing that he has satisfactorily completed his period of service, if he is still qualified to perform the duties of such position and if he makes application for re-employment within forty (40) days after being relieved from active duty or service.

The seniority established by those employes entering war services will be protected, and for seniority and vacation purposes they will be given credit for war service. It is understood that no employe will be granted vacation pay while in war service.

While it is the Company's intention to re-employ those hired during the war period who subsequently enter war service, the Company shall reinstate all of its regular employes upon their return. However, the Company will endeavor so far as possible to provide employment for all employes upon their return from war service.

ARTICLE III

Grievance Procedure

It is agreed the members of the Union may elect or appoint their shop stewards from among the employes to handle grievances and to attend grievance meetings with the Company's designated representatives for the purpose of settling any and all disputes as provided for herein.

Should differences arise between the Union or its members and the

Company as to the meaning and application of these provisions of agreement, there shall be no strike, slow-down, stoppage of work, or suspension thereof on the part of the Union or its members employed by the Company, or lockout on the part of the Company, until after an earnest effort has been made to settle all such matters immediately in the following manner and order:

First: The employe should first take the question up with his foreman. The employe may be accompanied by the Union representative.

Second: In the event no conclusion is reached, the employe may be accompanied by his representative when presenting the question to the division superintendent.

Third: If the case is not settled, then the employe may be accompanied by his representative when presenting the question to the Superintendent of the plant.

Fourth: If the case has not been settled, it shall be presented to a grievance committee composed of not more than three Union representatives, two of which are employes and have been designated by the Union. These members shall meet with the designated committee appointed by the Company, not to exceed three in number, for the purpose of settling the grievance.

Fifth: In the event that said parties fail to reach a decision, both the Company and the Grievance Committee have the right to call on the General Superintendent of the Company or his designated representative or representatives and the international representatives of the Union to assist in the settlement of any dispute at the plant.

Sixth: In the event that no decision is reached in the first five steps, either party may refer the grievance to Charles O. Gregory, as arbitrator, whose decision shall be final and binding up the parties.

When a settlement is arrived at, at any stage of these procedures, such a decision shall be final and binding.

Cases not settled in the first and second steps must be presented in writing.

In the first three steps, the Union representative must be an employe of the Company unless this shall be in conflict with an established practice now in effect.

ARTICLE IV

Working Hours — Overtime

Section 1. Eight hours shall constitute the basic work day. Forty hours shall constitute the basic work week. The Company agrees to make a sincere effort to regulate all departments so that only eight hours shall be worked in any one day. However, if it becomes necessary to work longer than eight hours, employes shall do so. Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week.

The foregoing paragraph not to apply to truck drivers. Time and one-half shall be paid for all hours worked by truck drivers in excess of forty-eight (48) hours in any one week, provided that where a local arrangement with reference to either daily or weekly overtime now in existence is more favorable to the drivers, it shall continue.

There shall be no duplication of overtime pay for daily and weekly overtime when they are identical hours.

The Company agrees that they will make a sincere effort to provide forty (40) hours work each week for all regular employes.

Section 2. Double the regular rate shall be paid for all work performed on Sundays except where work regularly falls on a Sunday.

The following days shall be observed as holidays, if so nationally observed: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day. By agreement, it will be permissible for a holiday of local importance to be substituted for one or more of the above mentioned holidays. Double the rate shall be paid for all work performed on these days.

Holidays falling on Sunday shall be observed on the following Monday, if so nationally observed.

Shift operators shall be allowed a regular day off in lieu of Sundays. However, due to changing shifts and rotating shift employes, the day the employe is off may be changed from time to time by the Company. Hours for which overtime will be paid on Sundays and Holidays will be from 7:00 A.M. to 7:00 A.M.

Section 3. The Company guarantees to each regular employe at least thirty-two (32) hours' pay in each week of employment, subject to the following rules for eligibility:

1. Except as hereinafter provided, all hourly-paid employes are guaranteed thirty-two (32) hours' pay in weeks when they are present each day for the full time worked by the gang in which they are employes.

2. An exception to the above rule occurs in the case of gangs hired on a day basis and normally providing employment for a period of less than six (6) consecutive working days: examples, cured hide take-up, snow shovelers, supply unloaders, etc.

3. An employe who is absent from work on any day that his gang works shall have his thirty-two (32) hour guarantee reduced by the number of hours that the gang worked on the day when he was absent.

4. An employe who is tardy or is excused from work for part of a day for all personal reasons shall have his thirty-two (32) hour guarantee reduced by the number of hours of work which he missed by such absence.

5. An employe who is employed after the first of the payroll week shall be guaranteed that fraction of thirty-two (32) hours which the number of days remaining of the payroll week is of six (6).

6. No employe shall be laid off until the end of the payroll week, unless the gang has made thirty-two (32) hours at time of reduction or else paid for thirty-two (32) hours.

7. The application of the thirty-two (32) hour guarantee shall be the same in holiday weeks as all others.

Section 4. Employes ordered to report for work shall be guaranteed four (4) hours' pay.

Section 5. There shall be established equal distribution of work hours available for all regular employes within each department as far as practicable.

ARTICLE V

Shop Conditions

Section 1. Employes required to work more than five (5) consecutive hours without a meal period shall be compensated at one and one-half (1½) times the regular rate of pay for all time worked in excess of five (5) hours until a meal period is granted by the Company except where the day's work will be completed in five and one-half (5½) hours, or in case of a mechanical breakdown. Employes engaged in continuous operations shall be exempt from this clause, but shall be entitled to eat lunch on Company time.

Section 2. Ample relief shall be provided for all employes whenever necessary.

Section 3. Employes who have given long and faithful service in the employ of the Company and have become unable to handle their positions will be given preference of such other work as is available. Wages paid to such employes shall be the wage of the position assigned.

Section 4. When an employe is temporarily required to fill a job paying a higher rate of pay, the employe shall receive the higher rate, but, if required to temporarily fill a job paying a lower rate, his rate shall not be changed.

Section 5. A dismissed employe will be advised reason for which he is dropped.

Section 6. All skilled or semi-skilled female help shall receive above the minimum rate for female common labor and shall be paid according to the rate schedule established for female help. When females are used on work, sor which has been performed in the past by males, the rate shall be established for the female to include a proper credit for the skill involved. In such cases, the minimum rate for semi-skilled female help will not be less than existing rates for this classification at each plant.

Section 7. Salaried foremen who are exempt from the Wage and Hour law shall not work on jobs regularly performed by hourly-paid operators, except that they may assist at times provided they do not work more than twenty per cent of the gang time. This does not apply to gang leaders or working foremen.

Section 8. Employes, not to exceed three (3) at each plant, who are elected or appointed to a full-time position with the Union, upon proper notice, shall be granted a leave of absence, without pay, not to exceed the life of this agreement, and, upon one (1) week's notice of their desire to again return to work for the Company, shall be placed upon their job previously held, or one of equal pay, without loss of seniority and provided they are physically fit and capable to perform the work.

Section 9. Union notices may be posted on designated bulletin boards in the plant, subject to the approval of the superintendent as to contents.

ARTICLE VI

Seniority

1. One or more seniority divisions shall be set up. Employment shall be interchangeable between the gangs within each division.

2. Seniority shall be followed:

a. In the reduction of gangs to determine who shall be laid off in the seniority division.

b. In rehiring, former employes will be put back to work on the basis of seniority in their respective seniority divisions, provided they are qualified for the job which is open.

c. The employe having the most service in the department will be considered for promotion when a vacancy occurs within the bargaining unit; provided, however, that the employe's ability to do the work as well as or better than other candidates, his regularity in attendance, punctuality, and physical condition may well justify management selecting an employe with less service for the vacancy.

3. Seniority shall be based on service in the plant operating departments. Actual time on the payroll will be accumulated in determining employe's total seniority service, subject to provisions of paragraph 7.

4. A probationary period of thirty (30) days of accumulated service shall apply in the case of each new employe during which he shall be considered a temporary employe and may be laid off without reference to seniority. There is no obligation to rehire such employes.

5. Employes transferred from one seniority division to another carry their seniority with them if the service in the new division exceeds six months. Until then service counts in the original seniority division. This does not apply where an employe is laid off in a gang reduction and then employed in another seniority division. No employe may be permanently transferred without the employe's consent.

6. Any employe with two years or more of seniority service shall have plant seniority, and he may not be laid off until the superintendent has personally satisfied

himself there is no job available for him and approves the layoff.

7. The seniority of an employe shall be considered broken, all rights forfeited, and there is no obligation to rehire when he—

a. Voluntarily leaves the service of the Company or is discharged for cause.

b. Fails to return to work when recalled or cannot be located after reasonable effort on the part of the Company. In increasing working forces according to seniority, employes laid off will be notified by the present method of contact, or by telegram, or registered letter, at their last known address, and they will be expected to report as directed. Failure to do so shall forfeit their seniority rights. However, in case of inability to do so and upon immediate notification to the Company of this fact, they will be given five additional days.

c. Has been out of employment by the Company for a period of twelve months or longer.

8. In order to facilitate the settlement of disputes on the question of seniority between employes, the Company will supply the Union representatives with the necessary information from the employment records any time it is necessary.

9. The above policy is not to be retroactive, the existing seniority list to remain the same as it is at present.

ARTICLE VII

Wages

Section 1. The wage rates now in effect shall continue in effect throughout the period of this contract except as provided in this article and in Article X, Section 3.

Section 2. In accordance with

the Directive Order of the National War Labor Board in this case, dated February 9, 1943, the parties agree:

a. To negotiate any intraplant inequalities which may exist between wage rates for individuals and between job classifications in conformance with the Board policies in this regard, using the procedure set forth in Article III, entitled "Grievance Procedure," of this contract.

b. To negotiate any inequalities which may exist in wage rates between plants in different localities which represent manifest injustices, using the procedure set forth beginning with the Fifth step of Article III, entitled "Grievance Procedure," subject to review by the National War Labor Board.

Any inequality adjustment made under the provisions of paragraphs

a. and b. of this section of this Agreement shall be retroactive to August 20, 1942, provided it is presented not later than February 1, 1944.

Section 3. Five cents (5¢) per hour additional compensation will be paid for work performed between the hours of 6 P.M. and 6 A.M., except in those plants where the regular starting time is after 7 A.M., in which case the additional compensation will be paid for the hours worked between 7 P.M. and 7 A.M. This will be retroactive to November 1, 1942.

ARTICLE VIII

Vacations

Vacation eligibility requirements are based upon accumulated service. Every employe becomes eligible for vacation for the

FIRST TIME—upon

the completion of one full year on the payroll of accumulated service

(365 calendar days), provided that the service record shows the employe has not been off the payroll at any one time for more than thirty (30) consecutive days, Sundays and holidays included, during the entire period while accumulating this credit for service;

OR

the completion of 300 days on the payroll, Sundays and holidays included, during the twelve months immediately preceding the date when his first vacation begins.

Employes who have received their first vacation are thereafter eligible to receive subsequent annual vacations, the length of which will depend upon the length of their accumulated service and upon their sex.

One week's vacation, annually, until an employe's accumulated service equals five years.

Two weeks' vacation, annually, thereafter until a female employe's accumulated service equals fifteen years and a male employe's service equals twenty years.

Three weeks' vacation, annually thereafter.

Only actual time on the payroll is to be considered in computing service for vacation purposes.

If an employe qualifies for vacation but leaves the service for any reason, he will resume the same status if he is later re-employed, regardless of how long an interval may have elapsed. However, he may not be given any vacation after his re-employment until he has again met the requirements for first vacation.

An employe eligible for vacation who is laid off because of a reduction in his gang shall be allowed pay for the vacation for which he had qualified.

Unexercised vacation privileges are forfeited if an employe voluntarily quits or is discharged from service for cause.

Employes are entitled to receive their vacation pay in advance if they so request.

Vacation pay shall be figured on the basis of forty (40) hours base rate pay per week, except in the case of those employes who are not subject to the forty-hour limitation. These are to be paid on the basis of their normal work week.

ARTICLE IX

Management

The management of the plants and the direction of the working force, including the right to hire, suspend, or discharge for just cause, to assign to jobs, to transfer employes within the plant, to increase and decrease the working force, to determine products to be handled, produced, or manufactured, the schedules of production, and the methods, processes, and means of production or handling, except as otherwise hereinbefore provided for, is vested exclusively in the Company provided this will not be used for the purpose of discrimination against any employe or the Union.

ARTICLE X

Section 1. If the highest court having jurisdiction in the matter of its final decision interprets any applicable law of the United States or the states in which plants covered by this agreement are located in a manner so as to bring any provision or section of this agreement nto conflict with such law, such conflicting provision or section of his agreement, and such provision r section alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as so interpreted.

Section 2. Where more favorable conditions exist in plants covered by this agreement such conditions shall remain unchanged. No employe of the Union shall be unfavorably affected by the signing of this agreement.

Section 3. This contract shall take effect as of August 20, 1942, except as otherwise provided by the order of the National War Labor Board issued February 9, 1943, in this case, and shall remain in effect until August 11, 1943, and from year to year thereafter, subject to reopening by either party on written notice mailed at least thirty (30) days prior to August 11 of any year. Provided that either party may reopen the provisions of this contract pertaining to wages or wage rates once during a contract year, on written notice mailed at least thirty (30) days prior to the date on which it is requested that negotiations commence.

SWIFT AND COMPANY

By J. E. WILSON, *General Superintendent*

A. F. ZWICKY, *Superintendent*
National Stock Yards Plant

B. E. TUKSBRE, *Superintendent*
Watertown, South Dakota Plant

L. W. CROY, *Superintendent*
Montgomery, Alabama Plant

C. W. CLAWSON, *Superintendent*
Neuhoff Packing Company Plant

R. A. WOODS, *Superintendent*
Corkran Hill & Company Plant

R. R. BAKER, *Superintendent*
North Portland, Oregon Plant

H. S. THORNE, *Superintendent*
So. San Francisco, California Plant

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA (A. F. OF L.)

By EARL W. JIMERSON, *President*
PATRICK E. GORMAN, *Secretary-Treasurer*

JOHN I. POWDERLY
THOMAS L. HUBERT

H. A. LEWIS
JOHN W. BERGER

W. H. BYERS
J. R. LUSHINGTON

J. P. KENNEDY, *President*
F. J. GREEN

GLEN A. SNYDER

W. J. SEIPERT, *President*
JOSEPH MACHOW, *Secretary*

MILTON S. MAXWELL
CARL BISCHOFF
M. GUERRA

EXHIBIT I

Description of Bargaining Units

National City, Illinois Plant

All production and maintenance employes, excluding the superintendent, assistant superintendent, division superintendents, general foremen, assistant general foremen, foremen, assistant foremen, working foremen, night superintendent, doctor, timekeepers, head and assistant head of Standards Department, head and assistant head of the Chemical Laboratory, head and assistant head of Receiving Department, head and assistant head of Fire Department, plant protection employes, bell pullers, restaurant administrator, fire marshal, chief of police, yardmaster, general office employes, Superintendent's Office clerical employes, Credit Union clerical employes, Standards Office clerical employes, plant clerks, teamsters and chauffeurs, brickmasons, chemists, canteen employes, nurse, chef, assistant foreman to Store department, plant matrons, all employes on the miscellaneous payroll and scalers.

Watertown, South Dakota Plant

All production and maintenance employes, excluding superintendents, foremen, clerical employes, livestock buyers, policemen and watchmen.

Montgomery, Alabama Plant

All production and maintenance employes, excluding foremen, assistant foremen, office employes, clerical help, plant clerks, watchmen, salesmen, managerial employes, executives, doctor, nurse, all restaurant employes (not including the cook) and the canteen employes.

Neuhoff Packing Company Plant, Nashville, Tennessee

All maintenance and production employes, excluding foremen, assistant foremen, working foremen, clerical employes wherever located, plant protection force (police, box pullers), scalers, dock checkers, office employes, executives, salesmen and managerial employes.

Corkran Hill & Co. Plant, Baltimore, Maryland

All production and maintenance employes, excluding foremen, assistant foremen, Standards Department employes, employes in the Superintendent's Office, receiving clerks, bill of lading clerk, plant clerks, watchmen, chauffeurs, dock men, the rabbi and schechters.

North Portland, Oregon Plant

All employes below the rank of supervisory foremen, with the exception of clerks, the plant protection employes and chauffeurs.

So. San Francisco, California Plant

All production employes, excluding supervisory employes, clerical employes (plant and office), plant protection force, steam, power and refrigeration employes (represented by International Union of Operating Engineers, Local No. 64), mechanical and maintenance gangs (represented by International Association of Machinists, Lodge No. 68), coopers (represented by Coopers International Union of North America, Local No. 65), truck drivers (represented by Brotherhood of Teamsters and Auto Truck Drivers, Local No. 85).

Interview with Mr. Earl W. Jimerson, President,
Amalgamated Meat Cutters & Butcher Workers of N.A.,
160 LaSalle St., Chicago, Ill.

July 29, 1943.
Agent: May Bagwell

Mr. Jimerson said that he had only one copy of the Armour master agreement but that he would have a copy made and also would get ready some information on the jobs women are doing in the meat processing industry by next Thursday.

Mr. Jimerson stated that rates were established under the N.R.A. code. They are the same for women as for men *if* they do the same jobs. However, the companies usually change the job. There are some jobs where women can't do the entire job as it was done by the men.

The fixed minimum rate in cities under 500,000 is 59¢ for women and 70¢ for men. In cities over 500,000 it is 62 1/2¢ for women and 72 1/2¢ for men. For semi-skilled and skilled work rates for the women are negotiated and usually they have been able to get only 2 1/2¢ to 4¢ above the minimum.

Rates are generally the same over the country except on the West Coast. Men have left the industry to go to war industries and women have been filling their places on almost all jobs. They are working on the killing floors, trimming pork, working in sausage plants, boning hams (in St.Louis- but do not push trucks from cooler to work tables), etc.

The union is preparing to negotiate new contracts which will provide that women will have the "same wage rates as the men if assigned to the same jobs".

WOMEN'S BUREAU
AUG 2 1943
DEPARTMENT OF LABOR

3572 A SPECIAL

ARMOUR AND COMPANY

GENERAL OFFICES: HERRS ISLAND

PITTSBURGH, PA.

352

July 16, 1943

Miss Caroline Manning
Industrial Supervisor
Women's Bureau
U.S. Department of Labor
Washington, D.C.

My dear Miss Manning:

Attached are copies of the job reconstructions which you asked for on your recent visit to Pittsburgh. If we can be of any further service, do not hesitate to write.

In addition to the information we received from you at our meeting, I thank you for the pamphlets which we received today relative to the lifting of weights.

Sincerely yours,

A. N. Nelson

A. N. Nelson

PITTSBURGH PROVISION & PACKING CO.
July 16, 1943

Job Analysis

Salt Bellies in Dry Cure Box

A - Operation now performed by male operator:

1 -	Pull salting box to new location	5.0%
2 -	Get two wheel truck, push to box storage place box on truck and push to new location	8.8%
3 -	Help packer place box	1.6%
4 -	Help packer push load of bellies to position at box	10.9%
5 -	Dump curing mixture into salting box, salt bellies and hand to or place on corner of box for packing	70.0%
6 -	Push empty truck from box to aisle after packing box	3.7%

B - Operation as proposed for female operator:

5 - Dump curing mixture into salting.

Reconstruction Percentage:

Female - 70.0%

Male - 30.0%

PITTSBURGH PROVISION & PACKING COMPANY
July 16, 1943

Job Analysis

Stockinette Visked Deluxe Boned Hams

A - Operation now performed by male operator:

1 - Roll drums of boned hams to and place for visking 10.8%

2 - Take visking casing from soaking tank, place on horn, take boned ham from drum, stuff in Visking Casing and push ham to tyer 38.6%

3 - Take stockinette from bunch, pull over Visked Ham, tie know in open end of stockinette and place ham on truck 50.6%

B - Operation as proposed to be performed by a female operator:

3 - Take stockinette from bunch, pull over visked ham, tie knot in open end of stockinette and place ham on truck

PITTSBURGH PROVISION & PACKING CO.
July 16, 1943

Job Reconstruction

Set-up Packing Cooler, Deliver Brand and Hang Product in Storage Bins and Deliver Product to Assembly Room.

A - Operation as now performed by male operator:

1 - Set-up packing cooler for packing	5.8%
2 - Push cages of Pork Sausage and Liver Sausage to bin	5.8%
3 - Brand and hang extra liver and pork sausage in bins and push empty cage to Sausage Manufacturing	47.1%
4 - Sweep sawdust from floor	6.0%
5 - Truck pork sausage and liver sausage to Assembly Room	35.3%

B - Operation as proposed to be performed by female operator:

3 - Brand and hang liver and pork sausage to bin and return empty cage to Sausage Manufacturing.

4 - Sweep sawdust from floor.

PITTSBURGH PROVISION & PACKING CO.
July 16, 1943

Job Analysis
Scrape Fat, Cut Artery and Push Hogs Along Rail

A - Operation now performed by a Male Operator:

1 - Pull hog from end of Chain to position	22.7%
2 - Scrape covering of fat from artery	36.2%
3 - Cut artery using regulation string cutter	19.5%
4 - Push hogs along rail to leaf lard puller	21.6%

B - Operation as proposed to be performed by a female operator:

2 - Scrape covering of fat from artery.

3 - Cut artery using regulation string cutter

Reconstruction Percentage:

Female - 55.7%

Male - 44.3%

PITTSBURGH PROVISION & PACKING COMPANY

July 16, 1943

Job Reconstruction

Flush Bungs

A - Operation now performed by male operator:

1 - Flush Bungs	72.6%
2 - Walk from flushing pipe to sterilize gut pulling station	4.5%
3 - Pull sterilized bungs and small lguts	15.6%
4 - Return to flushing position, with sterilized guts - place guts in truck and hang for trimmer	7.3%

B - Operation as proposed for a female operator:

1 - Flush Bungs

Reconstruction Percentage:

Female: 72.6%
Male: 27.4%

REGIONAL WAR LABOR BOARD
THIRD REGION

In the matter of

Pittsburgh Provision and Packing Company

and

Amalgamated Meat Cutters and Butcher Workmen of North America, Local #424

Case No. 111-918-HO

June 23, 1943

BACKGROUND OF DISPUTE

The Pittsburgh Provision and Packing Company is operated by Armour and Company and is engaged in the slaughter and processing of livestock. It employs over 600 workers who are represented by Local 424 of the Amalgamated Meat Cutters and Butcher Workmen of North America.

The dispute brings before the Board six grievances relating to wages which were taken up by the Union between July and November, 1942. On October 12, 1942, the supervisor of the plant agreed that following the War Labor Board decision in the packinghouse cases the Company would consider for adjustment all existing irregularities in rates. The Union claims it was unable to obtain settlement by negotiation, so on March 16, 1943, it entered into a stipulation with the Company providing for submission of these grievances to the Board. A hearing was held in Pittsburgh on May 21, 1943.

ISSUES

Inter-plant Inequities

Complaints #1 and #3 of the Union deal with claimed inequities involving the padmen and the beef ~~[illegible]~~ boning departments, respectively. A decision on these complaints must rest primarily on comparisons of rates between Pittsburgh Provision and Packing, Oswald and Hess Company, and Fried and Reineman Company, which both Company and Union agree are the only comparable packing houses in the Pittsburgh area. The latter two companies employ approximately 450 and 400 workers, respectively. Since the Union cannot claim to have established a standard union rate for each job classification throughout these three packing plants, although this is its declared objective, in order to determine that a given rate is inequitable within the meaning of the Byrnes' Directive of May 12 it must be found to be below a reasonable bracket of sound and tested going rates.

Padmen at Pittsburgh Provision earn $39.33 for a forty hour week, whereas the padmen at both the other companies earn $40.40 for a forty hour week. This is a differential of a little more than 2½¢ per hour, and cannot be considered to bring the rate of padmen at Pittsburgh Provision below a bracket of going rates. It is recommended that the Union's claim be disapproved.

The other inter-plant inequity complained of by the Union is in the beef boning department. According to statements at the hearing, the Company now employs in this department one man at 93¢ an hour, three men at 85¢, eight men at 80¢, and one man at 75¢. The Company contends that the 93¢ rate is one of the approved excess individual rates which appear in the wage structure in various departments of this plant. The Company also states that the 75¢ man is a learner doing chiefly labor work in the department.

The Union indicated in its brief that the Oswald and Hess Company paid all its boners 93¢. However, the Company brought out at the hearing that this firm pays four men in its boning department at 93¢ an hour and three men at 83¢. The Fried and Reineman Company pays its boners 88¢ an hour. There are several other small slaughtering or packing plants in the Pittsburgh area in which boning operations are

are performed. However, both parties agreed at the hearing that none of these plants employs men who are only boners so that their rates cannot be used for comparison. The fact that in this case there are only three plants whose rates may be compared makes it difficult to say what spread of rates constitutes a reasonable bracket of tested rates. Omitting for the moment the 75¢ rate paid one employee in the Pittsburgh Provision and Packing boning department the range of rates paid boners in the three companies is from 80¢ to 83¢ and the rates most frequently paid range from 80¢ to 88¢. In view of these rates the 85¢ rate paid at Pittsburgh Provision and Packing is certainly not below the bracket. The question reduces itself then to whether the minimum of the bracket should be set at 80¢ or 83¢. In view of the factual picture here presented it is the judgment of the Hearing Officer that 83¢ may be fixed as the proper minimum. The effect would be to raise eight workers 3¢ an hour. It is recommended, therefore, that Pittsburgh Provision and Packing be ordered to pay its beef boners a minimum rate of 83¢ an hour. This does not mean, however, that the Company should not be permitted to employ a laborer or a learner in the boning department at a lower rate. The minimum rate should apply only to workers who use a knife and are engaged a substantial portion of the time in performing regular boning operations.

As to the effective date of this adjustment, since the Union's complaint is dated September 29, 1942, since the Company gave assurance on October 12, 1942, that it would adjust irregularities following the Board decision in the packinghouse cases, and since the agreement between the parties permitted reopening of wage provisions after thirty days' notice, it is recommended that the adjustment be retroactive to November 1st, 1942, approximately thirty days from the date of the complaint.

Inequities in Maintenance Department

The Union's complaint #2 deals with the employees in the maintenance department and rests on two related charges. One is that the discrepancies in the rates paid different individuals in the department constitute inequities considering the similarity of the work performed by them. The second charge is that the Company is violating Article 28 of the agreement. This article provides that when an employee fills a vacancy or replaces another employee on a job paying a higher rate for more than one hour he shall be paid the higher rate. The Union asserts that the men in the maintenance department are constantly doing higher rated work without receiving the higher rates.

The following list of classifications and rates for the maintenance department is taken from the Union statement:

	Per hour
Supervisor and leader millwright	$1.00
Millwright	.99
Hog Kill millwright	.99
Millwright-steamfitter	1.04½
Millwright-mason	.99
Millwright-helper	.72½
Machinist	.99
Steamfitter	1.01
Steamfitter-helper	.72½
Tinner's helper	.75
Welder	.99
Electrician	..99
Electrician	1.15½
Carpenter	.99
Painter	1.13½
Scale repair, check sprinkler sys	1.01
Scale tester	1.01
Cement finisher	.99
Sewer man	.80

The Company states that about two years ago it notified maintenance employees that because there was insufficient work to keep each man busy at his own craft work the craft differences would not be recognized and the men would perform any work that needed to be done as they were available. The Company contends that Article 28 is inapplicable in this sort of arrangement. The Union admits that this is the working arrangement but claims that it makes for injustice in view of the different rates which are still paid.

The Company's explanation of the situation is that 99¢ is the standard rate for regular skilled maintenance men, that by several individual adjustments in July, 1942, it brought all qualified men up to this rate, and that the rates in excess of 99¢ are what it xxxx calls "Approved Excess Individual Rates". These are not job rates but are paid to particular men for special reasons. For instance, the man listed as painter was given the $1.13 rate at a time when he was painting signs for the Company; the electrician listed at $1.15½ was the electrician foreman under the old Company which operated the plant before it was taken over by Armour and Company and his rate has grown so far out of line because the wage increases given by the Company have been percentage adjustments; the millwright listed at $1.04½ was the blacksmith for the previous company; the steamfitter listed at $1.01 is a master mechanic; and so on. The Company points out that since these are rates paid to individuals they will be eliminated as the men leave the employ of the Company.

It is obvious that the existance of several high rates in this department should be a source of aggravation when the men are all performing pretty much the same type of work interchangeably. This does not mean that there is a solution permissible within present wage stabilization policy. To eliminate all wage differences in this department, it would be necessary to raise all 99¢ men to the highest rate, or $1.15½. This is clearly out of the question. On the other hand, the Union would object to a reduction of the few high rates. A compromise adjustment would involve a 2¢ an hour increase to all men at 99¢ to bring them in line with the two or three at $1.01. This would eliminate all minor discrepancies in rates but would leave the major ones. No increase at all can be justified on the contention that the rate of 99¢ is below the minimum of a bracket of tested rates for mantenance men in this industry.

Another important consideration is the bearing any increase in this department would have on the rest of the wage structure in the plant. According to evidence presented by the Company, $1.01 is the highest rate paid in production department except in beef kill where the floorsman, traditionally the highest paid occupation in the industry, receives $1.13½. The highest rates paid in several of the departments are well below $1.00 per hour. Thus it is clear that wage increases to correct inequities in the maintenance department would very quickly create other inequities in relation to other departments. The conclusion of the Hearing Officer is that, while an undeniable problem exists in this department, it has existed for some time and for understandable reasons and under the circumstances and in view of the War Labor Board's limited authority to deal with inter-plant inequities, it cannot grant adjustments in this instance.

Equal pay for equal work

The Union's complaint #4 refers to the case of a girl in the pork kill department who, for a short period, was placed on what the Union claims was clearly a man's operation but was not paid the Man's rate. The Union also declares this a violation of Article 28 of the agreement referred to above. At the hearing there was some disagreement between Company and Union as to the essential facts of this episode. Subsequently the Company checked its records and supplied additional information by letter.

A new operation on the shoulder in the Pork Cutting Department was made necessary by OPA regulations. A male operator was placed on the job from November 2 through November 6, 1942. In this period an industrial engineer studied the job and it was decided that it was a female job. The girl in question was placed on the job for three days, November 9 - 11. The Company then determined that the job could be performed as an element of the operation being done by the men on the shoulder trim bench. So it became part of a male job until January 30, 1943, at which time the operation was discontinued. The girl worked on the particular job for three days and according to the Company, the operation she performed was different with respect to about 50% of the elements than the one which had been performed by the male operator. Several men worked on the job while it was on the shoulder trim bench and their rates varied from 72½¢ to 93¢ per hour. The girl left the employ of the Company in January, 1943.

On the evidence submitted, the Hearing Officer finds that proof of violation of Article 28 by the Company has not been shown in this case. It would appear anyway that the Union is more concerned about the general problem of the shift from male to female labor which it presents than by the case itself. This problem is raised also in the following Union Complaint and will be discussed there.

Women's Wage Rates

Complaint #5 of the Union is a claim that the rate of 62½¢ an hour which is being paid the female employees of the Pork Kill and Cut Department is inequitable for the work these workers are doing, and in view of the rates paid to men in this department and to men performing similar work in the two other main packing plants in Pittsburgh.

The Union is very disturbed over the implications and potential consequences of the Company's policy of hiring an increasing proportion of women. There is an established and agreed upon differential between the hiring and minimum rates for men and women in the packing industry. The differences between male and female jobs have been fairly well established also. ~~The differences between male and female jobs have been fairly well established also.~~ However, wartime pressures on manpower are forcing changes in employment practices and Armour and Company, at all its plants, is replacing men with women wherever possible.

Inevitably this raises problems regarding the rates to be paid women and it is inevitable that the Union should be apprehensive that employers will take advantage of the situation by depressing the existing wage structure. The controversy tends to take the form of disagreements as to whether the women are performing male jobs and should get male rates or whether they are performing work similar to male jobs and should get rates which are related to male rates.

As far as the present complaint is concerned, the girls in question, numbering about 26, are trimmers and the Union contends that they are being paid the unskilled female rate for what is actually semi-skilled work. It points out that in the same departments of the Oswald and Hess and Fried and Reineman plants only male workers are employed. In addition, the girls in this department must purchase at their own expense rubber shoes or boots, oil skin aprons, and knives. The Union does not claim that these girls are doing precisely the same jobs as were previously performed by men but that, considering the department as a whole, they are taking over the work of men and should receive an adjustment to bring their rates more in keeping with men's rates.

The Company agrees that the female employees in this department deserve an increase and it indicated its willingness to join the Union in filing a Form 10 application asking Board permission to raise the rates of this group 2½ or 3¢ an hour to bring them in line with rates paid women for the same work in other metropolitan plants of Armour and Company. The Union refused to sign a Form 10 involving such a small increase holding that the work performed warranted a much more substantial adjustment. It proposed instead that the Board appoint a technician to study and evaluate these jobs and recommend a rate commensurate with their proper evaluation. The Hearing Officer sympathizes with the apprehensions of the Union over the effect of the employment of large numbers of women on the wage standards it has sought to establish in this industry. It is one aspect of the general problem of job dilution which is created for labor by the conditions of war production. However, any specific measures which are proposed to solve the problem or correct inequities must pass the test of present wage stabilization policies.

In the light of these policies the Hearing Officer does not feel that he can recommend anything more than the adjustment suggested by the Company. As already noted the two other comparable packing plants in the city do not employ women in their pork kill and cut departments so that there is no basis for discussing anything resembling an applicable wage bracket. However, Armour and Company does employ women in this department in its other plants and, according to the statement of its representative, in those plants which are located in metropolitan areas it has a more or less standard rate for these employees of 2½ to/or 3¢ and hour above the 62½¢ minimum rate for women. In the absence of other bases for determination and in view of the Company's admission that these women workers are underpaid for the work they do, it seems permissible to be guided in this instance by practice in other comparable Company plants. It is recommended that the female employees of the prok kill and cut department be granted an increase of 3¢ an hour.

The date on which such increase should take effect was not discussed at the hearing. The question of the rate of pay for these women workers did not arise out of agreement negotiations. The Union brief gives the date of the grievance or complaint as September 22, 1942. The reasoning employed in setting the retroactive date for the adjustment recommended above to the beef boners would seem to apply in this case also. In the interest of uniformity, the same date is used. Therefore, unless either Company or Union, in response to this report, show good reason why some other date should be set, it is recommended that the 3¢ increase provided for above be made retroactive to November 1, 1942.

WAGE CUTTING

The Union's complaint #6 related to the reduction in wage rates suffered by seven employees on the night turn in the beef cooler when the night turn was eliminated. Four of the seven remained at their same jobs on the day turn, three receiving a 10¢ cut and the fourth a 5¢ cut, and the other three were transferred to lower paying jobs on the night shift.

The Union admits that the men were paid a premium rate for night turn work but contends that since they retained their same classifications and shifted to day turn as a result of Company policy they should not be decreased. The Company's position is that the four employees who went on the day turn properly went to the day rates previously established for those jobs, while those who stayed on night shift did so voluntarily and had to accept such jobs as were available.

However, the situation presented here appears to be more than a simple shift from night to day turn with consequent loss of night bonus. When the beef cooler operation included a night turn the bulk of the work was performed at night, there being seven men on the night turn and three on the day. The Union states that the individual work load on the night turn was much the heavier. When the night operation of the beef cooler was eliminated the heavy work load was, of course, shifted to the day turn. Another fact to bear in mind is that at the time the different day turn and night turn rates were in effect on the beef cooler there was no plant wide practice of paying a night shift differential. None is provided for in the 1942 Union agreement. By verbal agreement with the Union, the Company had been paying a premium to workers on the night packing and shipping gang. The new master agreement between Armour and Company and the Amalgamated Meat Cutters and Butcher Workmen, which had not been ratified at this plant at the time of the hearing, provides a 5¢ premium for work between 6: P.M. and 6 A.M. retroactive to November 1, 1942.

On the basis of the foregoing considerations, the Hearing Officer concludes that the 10¢ an hour difference in day and night rates on three jobs in the beef cooler was not solely a night differential but was partially in recognition of the heavier work load on the night turn. Since the elimination of the night turn, the work must be done on the day turn and should carry the same rate except for an appropriate night differential. It would seem reasonable to use the 5¢ figure contained in the master agreement. It is recommended that those employees in the beef cutting department who received a cut in earnings by reason of shifting from night turn to day turn jobs, including those who have left the employ of the Company, shall receive a wage adjustment retroactive to the date of the shift. This adjustment shall be the difference between the actual earnings of these workers since that date and what they would have received at the previously existing night turn rates minus a 5¢ an hour night differential. It is recommended that these rates minus the differential shall henceforth constitute the rates for these jobs on the day turn.

As regards the three employees who remained on night turn at reduced rates, the Union has not successfully contested the Company's statement that they were transferred to lower paying jobs and that the transfers were made necessary by changes in operations. It is recommended that the Union's complaint in this instance be denied.

Summary of Recommendations

1 - The requested adjustment of the rate for padmen shall be denied.

2 - The Pittsburgh Provision and Packing Company shall establish 83¢ an hour as the minimum rate for beef boners. This adjustment shall be made retroactive to November 1, 1942. The 83¢ minimum shall not prevent the Company from employing a worker in this department who is clearly a laborer or learner at a lower rate.

3 - The requested adjustments for the employees in the maintenance department shall be denied.

4 - The Union's charge that the Company violated Article 28 of the agreement and filed to pay equal pay for equal work in putting a female employee on a man's job in the pork kill department shall be denied.

5 - The female employees in the pork kill and cut department shall receive an increase of 3¢ an hour retroactive as of November 1, 1942.

6 - Those employees in the beef cutting department who received a cut in earnings in shifting from night turn to day

turn jobs, including those who have left the employ of the Company, shall receive a wage adjustment retroactive to the date of the shift. The amount of this adjustment shall be the difference between the actual earnings of these workers since that date and the amount they would have earned at the previously existing night turn rates minus a 5¢ an hour night differential. These rates minus the differential shall henceforth constitute the rates for these jobs on the day turn.

The Union's complaint with respect to the three employees who remained on the night shift shall be denied.

(Signed) Van Duesen Kennedy
Hearing Officer

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NWLB – Reeves Steel + MFG. Co. (Dover OH?

269

FOR VICTORY BUY UNITED STATES WAR BONDS AND STAMPS

NATIONAL WAR LABOR BOARD
DEPARTMENT OF LABOR BUILDING
WASHINGTON, D. C.

OFFICE OF
EXECUTIVE DIRECTOR AND GENERAL COUNSEL

July 3, 1943

WOMEN'S BUREAU
JUL 6 - 1943
DEPARTMENT OF LABOR

Miss Mary Anderson
Chief, Women's Bureau
Department of Labor
Labor Department Building
Washington, D. C.

Dear Miss Anderson:

Please allow me to express my appreciation for the services of Miss Ethel Erickson of your staff in the investigation involving the Reeves Steel and Manufacturing Company, Case #AR-213.

Miss Erickson investigation was most helpful to the Board and will greatly assist us in expediting this case.

Very truly yours,

Carl R. Schedler
Carl R. Schedler
Deputy Executive Director

CC: Miss Ethel Erickson
3233 Chicago Avenue, South
Minneapolis, Minnesota

Copy to Erickson 7/12 ✓
" " Larrabee 7/12 ✓
[illegible]

COPY

U. S. Department of Labor
WOMEN'S BUREAU
Washington

June 28, 1943

MEMORANDUM

To: National War Labor Board

From: Mary Anderson, Director
Women's Bureau

In the matter of:

Reeves Steel and Manufacturing Co.) National War Labor Board
Dover, Ohio) Case No. AR - 213
)
and) Report of special
United Steel Workers of America) investigation by Women's
Local No. 2737) Bureau

Women's Bureau report

At the request of the War Labor Board, the Director of the Women's Bureau assigned a field representative of the Women's Bureau to visit the Reeves Steel and Manufacturing Company in Dover, Ohio, to confer with management and the union on the work performed by women in this plant, to observe the work done by the women and to secure additional data on the jobs, rates and earnings of women workers. Ethel Erickson of the Bureau's field staff was assigned to this investigation.

Date of investigation - June 25, 1943

Persons interviewed

The agent of the Women's Bureau met with the general committee of Local No. 2737 and the following members were present:

Mr. A. L. Hanni, Chairman of the Committee
Mr. Frank Thompson, President of Local No. 2737
Mr. H. E. Knapp
Mr. Herman Clay
Mr. R. W. Machan
Mr. Ernest Stucky

The following representatives of management were conferred with:

Mr. D. W. Frease, Vice-president
Mr. A. J. Krantz, General manager
Mr. J. Shay, Superintendent
Mr. Carl Krantz, Personnel director

Plant visit

Mr. Frease, vice-president of the company, Mr. Shay, superintendent, and Mr. Hanni, chairman of the labor committee of the union accompanied Women's Bureau agent on a tour of inspection through the plant to observe the work done by women and that of men on comparable occupations.

Discussion of women's jobs, rates, and those of men on comparable work

Two hundred thirty-nine women, approximately eighteen percent of the production force, were employed at the time of the visit. About one hundred women were laid off early in June because of a reduction in orders from the Army.

Women have been employed since the beginning, October 1942, in making ammunition boxes. Women's employment is restricted to this department and their seniority rights are limited to the ordnance work, that is, the making of ammunition boxes. As long as men are available the union has been unwilling to allow the employment of women in other departments although there are a considerable number of jobs suitable for women.

All the direct operations connected with the production of the ammunition boxes are carried on by women. The women operate and tend a variety of machines, blanking, forming, assembling and packing the boxes. They operate blanking and forming presses of the same size and in some cases larger than those used by the men in the metalware and stove pipe department. Women operate double seaming equipment for assembling the boxes and men operate similar equipment on time pails. Women spot weld handles on the covers and rivet handles to theboxes. Men to similar work on pails.

Most of the jobs of both men and women are compensated on a piece work basis. Approximately 90 percent of the women are on piece work. If on time work men have a minimum guarantee of 72½ cents - and in most cases the men's guarantee is higher - and women are guaranteed 57½ cents. Piece work earnings of women and those of men on comparable work have a higher average for the women than the men. For the month of May 1943, women's average hourly earnings on piece work were $1.11 and for men $1.02 and for the first five months of 1943 they were $1.02 and $1.00 respectively.

It was reported by both the union and management that women's performance and production has been definitely satisfactory and that the women have tended to work harder and produce more than the men on comparable jobs.

Boys of 17 and 18 years of age are employed on labeling and stacking pails and on utility work. When they are not on piece work they are guaranteed 72½ cents an hour. These boys were inexperienced when employed and were not considered as responsible on the job as women, but there was no question of guaranteeing them 72½ cents an hour on a time work basis.

Piece work earnings

The average hourly and daily earnings for all women on piece work - 90 percent of the women - and for men on comparable work for May 1943 are:

Average earnings - women

Job	Average hourly	Average daily	Percent distribution of hours worked
Bottom of box			
Blank and draw	$1.16	$8.70	1.1
Cover of box			
Blank and draw, trim, finish punch hinge slot	1.02	7.68	7.0
Curl hinge pin	1.04	7.82	2.3
Curl hasp link	1.04	7.78	2.3
Spot weld handle	1.06	7.92	6.8
Unload conveyor	.96	7.09	2.3
Dope	1.05	7.86	4.7
Boxes and bodies			
Blank and draw	1.09	8.19	4.8
Emboss cover guide	.58	4.36	1.3
Start forming	1.19	8.93	2.2
Finish forming	1.19	8.91	2.2
Form side seam	1.19	8.92	2.2
Close side seam	1.18	8.88	2.2
Dope side seam	1.18	8.88	2.2
Burr side seam	1.18	8.88	2.2
Wipe side seam	1.18	8.88	4.4
Flange bottom	1.18	8.86	2.2
Insert bottom	1.18	8.83	2.2
Double seam bottom	1.18	8.82	6.6
Rivet hinge	1.18	8.82	4.4
Rivet side handle	1.16	8.73	5.6
Rivet hasp lock	1.17	8.81	6.6
Load conveyor	1.18	8.81	7.1
Unload conveyor	.93	6.95	6.9
Test hinge, assemble box and cover	1.04	7.78	5.0
Packing boxes	1.23	9.20	3.1
Average for women piece workers	1.11	8.85	100%

Comparable jobs of men in the following departments and average earnings:

Job	Average hourly	Average daily
Stove pipe departments		
Machine operators, presses, etc.	0.95	$7.60
Carton makers	1.01	8.07
Heads (blank and form machines)	1.03	8.27
Corrugated ell - machine operator	0.86	6.90
Corrugated ell - machine operator	1.03	8.23
Metalware department		
Press operator	1.11	8.92
Machine operator	.98	7.86
Riveters	1.07	8.60
Label, bundle, etc.	1.08	8.67
Japan and painting	1.31	10.48
Average for above	1.02	

The only piece work job on which women fell below the minimum of 72½ cents was on embossing the cover guide and only 1.3 percent of the piece work hours were on this operation.

Time work earnings

At the time of the visit thirty-two women were reported on time rates. Six of these were plant timekeepers at 65¢ an hour and they are considered as clerical workers. Four were inspectors receiving 85 cents an hour. Twenty-two women were on rates of 57½ cents an hour. Two were janitresses. The other twenty were employed on doping the bottoms of boxes and as general utility workers. Women beginners start at the 57½ cent rate and as soon as there is an opening and they have demonstrated some familiarity with operations and procedures, they are transferred to piece work. Most women have progressed to piece work within thirty days of employment. When workers on the line are absent, women utility workers on time rates replace them and receive their share of piece work earnings. Men, also, sometimes substitute for women and they have a basic guarantee of 72½ cents or more an hour.

It is significant that on production operations there were only 20 women altogether who were on the time rate of 57½ cents an hour and that their expectancy of being given piece work jobs within a short time. One suggestion of the union is that the women be allowed a training period of one month at 57½ cents and after that that their minimum guarantee be the same as that of the men, 72½ cents.

Conclusion

Men, irrespective of work done, are guaranteed no less than 72½ cents an hour. Boys of 17 and 18 who are not considered either more skilled or as industrious than the women are paid on this basis. If men are substituted for women in the ammunition box department where women work, they still carry their guarantee of 72½ cents.

The actual number and proportion of women who are earning less than the men's minimum of 72½ cents is small. Women piece workers who constitute the bulk of the group in the department have earnings averaging more than thirty cents above this minimum. The efficiency of the women workers is considered on a high level by both management and the union.

If the company had elected to employ men instead of women in this department they could not have been guaranteed less than 72½ cents an hour under the union contract and there does not appear to be any reason why the women should be guaranteed less.

Respectfully submitted,

Mary Anderson, Director
Women's Bureau

(1769) Women's Bureau, U.S. Department of Labor

OUTCHARGE SHEET

Taken by Erickson Date 3/17/45 –

Subject Reeves Case File No. 269

Remarks

W.B. data used
Bd. orders "Equal pay".

ADVANCE RELEASE

OFFICE OF WAR INFORMATION
NATIONAL WAR LABOR BOARD

mfg.

ADVANCE RELEASE

For release in a.m. papers
of Thursday, July 29, 1943

B-831

Reaffirming its policy of ordering wage rates for women equal to those for men doing similar work, the National War Labor Board today directed the Reeves Steel and Manufacturing Company, Dover, Ohio, to set a minimum hourly rate of 72½¢ an hour for women workers.

Approximately 250 women are employed in one department of the company's plant which has a total payroll of 1,000. The operations performed by the women are comparable to work done by men in other departments where the minimum rate of 72½¢ an hour prevails. Prior to the Board's order the women workers had a minimum rate of 57½¢ an hour.

The United Steelworkers of America, CIO, bargaining agent for the employees, requested the company to equalize rates for men and women doing similar work. The company maintained that the women performed operations requiring less skill than those done by the men workers.

The Board accepted the findings of a survey conducted by the Women's Bureau of the Department of Labor that the women workers were doing work comparable to that done by men in other departments and paid for at the higher rate.

The Board directed the company to set the wage rate for probationary women workers at 57½¢ an hour. The training period lasts for one month, after which women are to be paid the 72½¢ minimum.

The Board's order is attached.

NATIONAL WAR LABOR BOARD

In the Matter of:	
REEVES STEEL & MANUFACTURING COMPANY (Dover, Ohio)	July 21, 1943 Case No. 3265-CS-A (AR-213)
and	
UNITED STEELWORKERS OF AMERICA Local #2737, CIO	

DIRECTIVE ORDER

The National War Labor Board, acting on the authority vested in it, hereby directs as follows:

1. In accordance with the principle of equal pay for comparable quantity and quality of work on comparable jobs, the company shall establish a minimum hourly rate for women of 72½¢ per hour effective as of the date of this Directive Order.

2. The probationary period for such employees shall not exceed 30 days and all the employees who have served this period shall be paid the minimum rate.

   The wage rate for female employees during the probationary period shall be 57½¢ per hour.

s/ George W. Taylor, Vice Chairman
s/ Robert J. Watt

s/ Frank P. Graham
s/ Carl J. Shipley

s/ Wayne L. Morse
s/ John Brophy

s/ Cyrus Ching

s/ Walter T. Margetts

s/ James Tanham

(S E A L)

REEVES STEEL AND MANUFACTURING COMPANY

and

UNITED STEELWORKERS OF AMERICA, LOCAL NO. 2737

NATIONAL WAR LABOR, CASE NO. AR 213
IN RE: REEVES STEEL AND MANUFACTURING CO. -
UNITED STEELWORKERS OF AMERICA, LOCAL NO. 2737.

REPORT OF REFEREE

The undersigned conducted a hearing in the above matter at the plant of the company at Dover, Ohio, on Friday, November 27, 1942. Representatives of both the company and the union were present and given full opportunity to submit any matters pertaining to the single matter in controversy.

The issue briefly stated is whether the women working on ammunition boxes in The Reeves Steel and Manufacturing Company should receive the minimum wage of 72½ cents an hour provided for male employees in the contract.

HISTORY

The Reeves Steel and Manufacturing Company prior to its entrance into war work was engaged principally in manufacturing garbage receptacles, stove pipes, and tin pails. The principal work is still along similar lines except modified as necessary to fit the needs of the military forces.

The company has recognized the United Steelworkers of America as the bargaining agent since 1934, and past controversies have been always settled amicably. The parties are operating under a contract executed August 15, 1942.

Prior to October 1942, no one but men were employed in the plant. Some time in August the company was awarded a contract for the manufacture of ammunition boxes and opened up a new department for their manufacture. In this department, when it was opened in October, women only were employed.

The company proposed that for female labor the starting rate would be 57½ cents an hour and as soon as practicable after learning the job, it would establish piece rates so that all females would receive at least 72½ cents an hour. The male starting rate was 72½ cents an hour.

The union in conformity with its international policy contends that equal work should receive equal pay, irrespective of sex. The company denies that the work on the ammunition boxes is as heavy or burdensome, nor does it require the same skill as in the other departments of the company.

DECISION

The minimum wage rate at the plant was 72½ cents an hour when the present agreement was executed August 15, 1942. There are three sections that deal with wages. They read as follows:

"Section 3. Wages and Vacations. Wage rates now in effect for hourly, piece-work and tonnage workers (which rates include the approximate equivalent of one week's vacation with pay) will remain in effect during the term of this Agreement, provided there is no general increase or decrease in wage rates in the steel industry. In case of such change, the Company will increase or decrease all tonnage, piecework, or hourly rates by the same amount or percentage."

"Section 11. Increase in Working Force. The Company agrees if, as, and when it may add to its fabricating departments and decides to employ male help, it will give regular men (Utility Men) first opportunity; then Extra Men in line with Section 5--Seniority."

"Section 16. Tonnage and Piece-Work Rates. The Company guarantees that present hourly earnings on all tonnage and piece-work jobs in its fabricating departments will not be decreased until and unless a general reduction in wage rates is effective in the industry. The Company guarantees that, should it decide to install new machines or improved methods in its fabricating departments, all new piecework or tonnage rates that may be set up, due to such changes, will be on a basis that will protect hourly earnings in effect prior to such changes, provided no general reduction in wage rates is made effective in the industry during the period of installation."

It is very obvious that if men had been employed to work on ammunition boxes, the minimum rate would have been 72½ cents an hour. It is likewise conceded that the work in making pails was of a similar nature to that performed in making ammunition boxes. This the company concedes but states that when pails were made, there should have been a differentiation in the rates.

The representatives of the company were quite frank in their objection to a 72½ cent an hour minimum for women. They stated that while the company was the real pioneer in making ammunition boxes, it permitted other companies for the duration of the war to use its designs. Due to a rather confused situation the company was awarded contracts at 4 cents less a box by the Government than its competitors and likewise had a higher wage scale than competitors.

The National War Labor Board has frequently stated that for equal work there should be equal pay regardless of sex.

The figures presented seem to indicate that after a reasonable training period the productivity of women on ammunition boxes is as great as that of the men. On the other hand a tour of the factory demonstrated to the Referee that women could hardly perform as efficiently the work on the service cans and stove pipes that are performed by the men. It requires considerable strength, and is of a much heavier type of work than that done in the making of ammunition boxes.

The union conceded that it was proper to have a training period of one month for 57½ cents an hour but stated after that period the women should have the same minimum as men.

Three other companies are engaged in similar work--The American Can Company, Owens-Illinois Can Company (Baltimore plant), and The Crown Can Company.

At The American Can Company the starting rate is 57 cents an hour, and the maximum is 71 cents an hour. The starting rate for men is 72½ cents an hour.

On November 27, 1942, the War Labor Board granted an increase of 11 cents an hour to all employees of The Owens-Illinois Can Company to correct inequalities. In the first five groups the wages fixed by the Board were as follows:

Group No.	Female Rate	Male Rate
1	.55	.65
2	.57	.68
3	.59	.71
4	.62	.75
5	.65	.79

These rates continue for males, so that in group 17 the rate is $1.35.

There is no claim that the rates either for male or female labor are less than those paid in plants in and around Dover, Ohio. The union's position is that women after passing through an apprentice period should receive the same as men, and that was what the union would have contended for if in August 1942 it had known women were to be employed.

After a rather thorough inspection, the Referee reached the conclusion that there is a difference between work on ammunition boxes and in other parts of the factory. However, the Referee also reached the conclusion that after an apprentice period women were just as efficient in productivity in this work as men. These conclusions seem to be born out by comparative work in other similar plants.

Attempting, therefore, to adjust these findings, the Referee finds that it is quite proper to have a starting wage of 57½ cents an hour for work on the ammunition boxes, but that by the end of a year the minimum wage for men should apply for women. A provision to carry this finding into effect should take into consideration not only the wages existing in competitive industries but likewise the provisions of the present union contract.

Therefore, the Referee finds the minimum wage for all women working on ammunition boxes effective October 17, 1942, should be as follows: Starting rate--57½ cents an hour; after three months,

$62\frac{1}{2}$ cents an hour; after six months 65 cents an hour; after one year the minimum rates now provided in the contract. The first three months' period shall be considered an apprentice or probationary period. Such a provision is to be included in the contract.

Respectfully submitted,

Robert N. Gorman

Referee

BEFORE THE

NATIONAL WAR LABOR BOARD

In the Matter of)
)
REEVES STEEL MANUFACTURING CO.)
)
and)
)
UNITED STEELWORKERS OF AMERICA)

N.W.L.B.
Case No. AR-213

COMMENTS OF UNITED STEELWORKERS OF AMERICA

The sole issue is whether women are to be paid the same minimum wage as provided for in a collective bargaining agreement for men.

The report of the referee states the following facts:

1) The outstanding contract between the Company and the Union provided for a minimum wage rate of 72½¢ an hour.

2) A new department was opened up by the Company after the contract was executed which was for the manufacture of ammunition boxes. It is in this department that women are employed. The regular work of the Company was the manufacture of pails.

The referee then states that: "It is likewise conceded that the work in making pails was of a similar nature to that performed in making ammunition boxes.

3) After a reasonable training period the productivity of women on ammunition boxes is as great as that of the men.

4) The sole reason for the company refusing to grant equality of wages to the women was that this company, because of a confused situation, was awarded contracts for ammunition boxes at 4 cents less a box than its competitors had received.

The National War Labor Board has enunciated a fundamental policy that there shall be equality of wages for males and females for like work. The referee has, as indicated above, stated that the type of work performed in the regular department is the same as that in the new department making ammunition boxes. He has also stated that after a reasonable training period the productivity of women on ammunition boxes is as great as that of the men.

In spite of the policy of the Board and of these findings, the referee recommends that the starting rate for women in the ammunition box department should be 57½¢ an hour, then after three months 62½¢ an hour, after six months 65¢ an hour, and after one year the minimum rate provided for in the contract, namely, 72½¢ an hour.

The Union conceded that it would be proper to have a training period of one month for which period the women could receive 57½¢ an hour. Certainly it doesn't take more than one month to train adequately the women in the new department. Therefor, if the Board's policy of equal pay to males and females for like work is to have any significance, it would seem to be clear that the Board must award the contract minimum wage for women after such probationary period of one month.

If this referee's report is accepted and the request of the Union, for a minimum wage for women similar to the minimum wage for men after an appropriate training period of one month, is not granted, the Board will be revoking its much heralded policy of equal pay for men and women alike.

Respectfully submitted,

By

Lee Pressman,
General Counsel

NWLB - REGIONAL OFFICES

Material was sent
to regional NLRB
offices

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

NATIONAL WAR LABOR BOARD
Fifth Region
Guardian Building
Cleveland 14, O.

January 31, 1945

WOMEN'S BUREAU
FEB 2 1945
DEPARTMENT OF LABOR

Frieda S. Miller, Director
Women's Bureau
U. S. Department of Labor
Washington 25, D. C.

Dear Miss Miller:

Mr. Bullen has just discussed your recent letter concerning publications of the Women's Bureau of the U. S. Department of Labor and we agree that those which you have checked are of great interest to us. Accordingly, we are hopeful that you will be able to send us at least one copy of each. May I also suggest that this office be placed on your regular mailing list to receive new pamphlets and publications, bulletins and the like when they are issued.

350 R

listed M.J.

You mention the possibility of placing Public Members on your list and I am enclosing a recent copy of our Regional Directory, with Public Members checked.

May I express my admiration for the many subjects you apparently have covered in your information service in an apparently comprehensive manner. Thank you again for your suggestion and your interest in our own wartime program.

Sincerely yours,

John A. Stuart

John A. Stuart,
Information Director

JAS:mem

sent 2/7/45 H.

1

BOARD MEMBERS

REPRESENTING THE PUBLIC

Frederick H. Bullen, Cleveland
Chairman

O. W. L. Coffin, Cleveland
Vice Chairman

Thomas H. Young, Louisville, Ky.
Vice Chairman

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Cleveland, Ohio

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Cleveland, Ohio

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1420 Hastings Street
Toledo, Ohio

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F. A. Hanlin
Weirton Steel Co.
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REPRESENTING LABOR

(AFL)

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United Assn. of Plumbers & Steamfitters
6462 Graceland Avenue
Cincinnati, Ohio

Matthew Demoro, President
Machinists District Council No. 54
2123 East 9th Street
Cleveland 15, Ohio

Harold Colvin
Int'l. Brthd. of Firemen & Oilers
213 Tyler Bldg.
Louisville, Kentucky

Clayton R. Lee
Int'l. Brthd. of Electrical Workers
3043 Superior Avenue
Cleveland, Ohio

Frank Rebhan
Int'l. Brthd. of Teamsters, Chauffeurs, Warehousemen and Helpers of America
606 Tennessee Avenue
Charleston, West Virginia

Charles D. Madigan
Pattern Makers League of North America
Blackstone Building
1426 West 3rd Street
Cleveland, Ohio

Charles Cimino
Commission House Drivers Local No. 400
2070 East 22nd Street
Cleveland, Ohio

(CIO)

Paul Miley
United Automobile Workers
704 Chester 9th Bldg.
Cleveland, Ohio

N. H. Eagle
49 Lakeside Drive
Lakemore, Ohio

Owen Dixon
2192 Taylor Road
Cleveland Hts., O.

Victor Decavitch
United Electrical, Radio and Machine Workers of America
1000 Walnut Avenue
Cleveland, O.

Joseph Childs
239 Morningview Avenue
Cleveland, Ohio

David Kanes
United Electrical, Radio and Machine Workers of America
1000 Walnut Avenue
Cleveland, Ohio

John W. Wilse
United Automobile Workers
Local #65
898 East 152nd Street
Cleveland, Ohio

U. S. DEPARTMENT OF LABOR
WOMEN'S BUREAU
WASHINGTON 25, D. C.

PUBLICATIONS RELATING TO WOMEN IN WAR INDUSTRIES

INDUSTRY SURVEYS:

(Occupations; entrance rates of pay; hours of work; personnel requirements, policies, and practices; working conditions; future employment.)

AIRCRAFT

Women's Employment in Aircraft Assembly Plants in 1942. Bul. 192-1. 1942. 10¢. (Earlier survey, 1941. Bul. 189-1.)

ORDNANCE

Women's Employment in Artillery Ammunition Plants in 1942. Bul. 192-2. 5¢. (Earlier survey, 1941. Bul. 189-3.)

Employment of Women in the Manufacture of Cannon and Small Arms in 1942. Bul. 192-3. 1943. 10¢.

Employment of Women in Ordnance Depots. (In press.)

MACHINE TOOLS

✓ Employment of Women in the Machine-Tool Industry, 1942. Bul. 192-4. 1943. 10¢.

INSTRUMENTS

Employment of and Demand for Women Workers in the Manufacture of Instruments—Aircraft, Optical and Fire-Control, and Surgical and Dental. Bul. 189-4. 1942. 5¢.

SHIPYARDS

Employing Women in Shipyards. Bul. 192-6. 1944. 20¢.

STEEL

Women's Employment in the Making of Steel, 1943. Bul. 192-5. 1944. 10¢.

sent 2/7/45

FOUNDRIES

Women's Employment in Foundries, 1943. Bul. 192-7. 1944. 10¢.

FARMING

Successful Practices in the Employment of Nonfarm Women Workers on Farms in the Northeastern States, 1943. Bul. 199. 1944. 10¢.

Employment of Nonfarm Women in the Agriculture of the Pacific Coast. (In press.)

Guides for Wartime Use of Women on Farms. Sp. Bul. 8. 1942. 10¢.

CANNING

Employment and Housing Problems of Migratory Workers in New York and New Jersey Canning Industries, 1943. Bul. 198. 1944. 10¢.

STATE-WIDE SURVEYS OF WAR INDUSTRIES:

Women Workers in Some Expanding Wartime Industries--New Jersey, 1942. Bul. 197. 1943. 10¢.

RECOMMENDED STANDARDS for women's working conditions, safety and health:

Effective Industrial Use of Women in the Defense Program. Sp. Bul. 1. 1940. 10¢.

Lifting Heavy Weights in Defense Industries. Sp. Bul. 2. 1941. 5¢.

Women's Effective War Work Requires Good Posture. Sp. Bul. 10. 1943. 5¢.

Safety Clothing for Women in Industry. Sp. Bul. 3. 1941. 10¢.

Safety Shoes for Women Workers. An illustrated supplement to Sp. Bul. 3.

Safety Caps for Women in War Factories. Sp. Bul. 9. 1942. 5¢. Illustrated supplement, 1943.

Hazards to Women Employed in War Plants on Abrasive-Wheel Jobs. Sp. Bul. 7. 1942. 5¢.

Women's Effective War Work Requires Time for Meals and Rest. Sp. Bul. 5. 1942. 5¢. Also see press release on Factory Lunch Facilities.

✓ Night Work for Women and Shift Rotation in War Plants. Sp. Bul. 6. 1942. 5¢.
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✓ The Industrial Nurse and the Woman Worker. Sp. Bul. 19. 1944. 10¢.
Educating Women Workers for Health and Safety. (Mimeo.)
Standards for Maternity Care and Employment of Mothers in Industry. (Mult.)

✓ When You Hire Women. Sp. Bul. 14. 1944. 10¢.
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The Woman Counselor in War Industries—An Effective System. Sp. Bul. 16. 1944. 5¢.
✓ Attack Turnover—Help Her Stay on the Job. (Leaflet) 1944.
✓ Absenteeism. (Mimeo.)

✓ **UNION CONTRACT** Provisions Affecting Women, Suggested Standards for March 1944. (Leaflet.)

✓ **LABOR LAWS:**
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✓ State Minimum-Wage Laws and Orders, 1942. Bul. 191. 1942. 20¢.
✓ On the Home Front with Minimum Wage. (Pamphlet.)
✓ State Labor Laws for Women—With Explanation of Wartime Changes. (In preparation.)

EQUAL PAY:
✓ "Equal Pay" for Women in War Industries. Bul. 196. 1942. 10¢. Progress Report, May 1944. (Leaflet.)

PART TIME:
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COMMUNITY SERVICES:

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Recreation and Housing for Women War Workers, A Handbook on Standards. Bul. 190. 1942. 10¢.

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Wartime Reminders to Women Who Work: The Paying Guest, The Paid Hostess. (Pamphlet.) 1943. 5¢.

POSTWAR:

✓ A Preview as to Women Workers in Transition from War to Peace. Sp. Bul. 18. 1944. 10¢.

Employment Opportunities in Characteristic Industrial Occupations of Women. (In press.)

NEGRO WOMEN IN WAR WORK. (In preparation.)

BRITISH WOMEN WORKERS:

British Policies and Methods in Employing Women in Wartime. Bul. 200. 1944. 10¢.

GENERAL:

✓ Changes in Women's Employment During the War. Sp. Bul. 20. 1944. 10¢.

✓ Woman Workers in Two Wars. (Reprint from Monthly Labor Review, Oct. 1943.)

What Job is Mine on the Victory Line? (Leaflet.) 50¢ per 100.

Your Country Needs You. (In service industries.) (Leaflet.)

Order bulletins from Superintendent of Documents, Washington 25, D. C. at prices listed (discount of 25 percent on orders of 100 or more). Material not priced can be obtained free from Women's Bureau.

September 1944

(Wo 45-20)

January 4, 1945

Mr. Frederick H. Bullen, Chairman
629 Euclid
Cleveland 1, Ohio

My dear Mr. Bullen:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

This Bureau is the Federal agency authorized by its creative act to "formulate standards and policies which shall promote the welfare of wage-earning women, improve their working conditions, increase their efficiency, and advance their opportunities for profitable employment." Since the outbreak of the present war, the Bureau has channeled its resources and personnel so as to disseminate as widely as possible the information it has secured concerning war occupations where women may be substituted for men, and work standards for their employment. It has been the key source of information on employment problems of women.

A similar letter is being addressed to the two vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller,
Director

Public members of Regional War Labor Boards

Boston | New York | Phila | Atlanta | Cleveland

Dallas | Detroit | Chicago | Kansas City | Denver | S.F. | Seattle

U. S. DEPARTMENT OF LABOR
WOMEN'S BUREAU
WASHINGTON 25, D. C.

Sd these, as indicated, and all checked items on the other pages

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September 1944

(Wo 45-20)

ORY BUY UNITED STATES WAR BONDS AND STAMPS

NATIONAL WAR LABOR BOARD

P. O. Box 1322
Atlanta 1, Georgia

Miss Turner
Please keep
in WLB file

Jan. 25, 1945

WOMEN'S BUREAU
JAN 27 1945
DEPARTMENT OF LABOR

Miss Frieda S. Miller, Director
Women's Bureau
U. S. Department of Labor
Washington 25, D. C.

Dear Miss Miller:

Thank you for your letter of January 5 and for the bulletins and pamphlets which have been sent to us.

After consultation, the Vice-Chairmen and I have reluctantly come to the conclusion that these materials are too remote from responsibilities of the Regional War Labor Board to justify their distribution to us. This does not imply that the materials are not valuable in other connections, such as personnel administration.

With appreciation, I am

Sincerely yours,

M. T. Van Hecke

M. T. Van Hecke, Chairman
Fourth Regional War Labor Board

January 5, 1945

Mr. M. T. Van Hecke, Chairman
Regional War Labor Board
Box 1322
Atlanta, Georgia

Dear Mr. Van Hecke:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the two vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller
Director

FSM:RFN:eh

Miss Turner
269

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS AND STAMPS

NATIONAL WAR LABOR BOARD
Second Region
220 East 42nd Street
New York (17) New York

WOMEN'S BUREAU
JAN 16 1945
DEPARTMENT OF LABOR

January 15, 1945

Miss Frieda S. Miller
Director
U. S. Department of Labor
Women's Bureau
Washington 25, D.C.

Dear Miss Miller:

Thank you for your letter of January 5th and for the selected publications of the Women's Bureau which came under separate cover. I appreciate your thinking of us in this connection. I am sure that we shall find these materials of real use to this Board in its work.

With kindest personal regards, I am

Sincerely yours,

Paul F. Brissenden
Regional Vice Chairman

January 5, 1945

Mr. Paul F. Brissenden, Vice Chairman
Second Regional War Labor Board
220 East 42nd Street
New York 17, N. Y.

Dear Mr. Brissenden:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and the other vice chairman.

Sincerely yours,

Frieda S. Miller, Director.

FSN:RFN:eh

Files

NATIONAL WAR LABOR BOARD
209 Washington Street
Boston (8), Massachusetts

WOMEN'S BUREAU
JAN 15 1945
DEPARTMENT OF LABOR

January 13, 1945

Frieda S. Miller, Director
U. S. Department of Labor
Women's Bureau
Washington, D.C.

Dear Miss Miller:

I was very pleased to receive your letter of January 5, 1945 as well as the special bulletins which have been prepared by the Women's Bureau under your direction. These bulletins are of considerable interest to me and will be of use in connection with my work at the War Labor Board as well as my teaching work at Harvard University.

I will appreciate very much your placing my name on your permanent mailing list in respect to any future publications which may be issued.

to take up later

Very truly yours,

James J. Healy
James J. Healy
Vice Chairman

return 3-R
listed
M.H.J.

JJH:GHG

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

January 5, 1945.

Mr. James J. Healy, Vice Chairman
Regional War Labor Board,
209 Washington St.,
Boston 8, Mass.

My dear Mr. Healy:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

FSM/RFn?nb

Frieda S. Miller, Director.

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

Files

NATIONAL WAR LABOR BOARD
1303 Stephen Girard Building
21 South 12th Street
Philadelphia 7, Pa.

January 11, 1945

WOMEN'S BUREAU
JAN 13 1945
DEPARTMENT OF LABOR

Frieda S. Miller, Director
U. S. Department of Labor
Women's Bureau
Washington 25, D. C.

Dear Miss Miller:

Mr. Garrett has asked me to acknowledge your letter of January 5, 1945, and to thank you for the bulletins concerning the employment of women.

We plan to make the material generally available by placing it in our Library where it will undoubtedly be of assistance to our staff members.

Very truly yours,

Beatrice M. Burgoon

(Mrs.) Beatrice M. Burgoon
Executive Assistant to Chairman

mt 2/350-R
[illegible] M.S.

January 5, 1945

Mr. Sylvester Garrett, Chairman
Regional War Labor Board
1303 Stephen Girard Building
21 South 12th Street
Philadelphia 7, Pennsylvania

Dear Mr. Garrett:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list ofpublications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the vice chairman, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller, Director.

FSM:RFN:eh

Miss Turner
Comment!

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

NATIONAL WAR LABOR BOARD
REGIONAL WAR LABOR BOARD
Guardian Building
Cleveland 1, Ohio

WOMEN'S BUREAU.
JAN 1[illegible] 1945
DEPARTMENT OF LABOR

January 11, 1945

Miss Frieda S. Miller
Director, Women's Bureau
U. S. Department of Labor
Washington 25, D.C.

My dear Miss Miller:

You are to be congratulated on the initiative, proved by your letter of January 4th, 1945, which shipped the publications of your Bureau to me and other War Labor Board members. The information that you have set before us is decidedly useful.

Thanking you for this useful action, I am

Yours truly,

OWLCoffin
Vice Chairman
War Labor Board, Region Five

OWLCoffin/cd

January 4, 1945

Mr. O.W.D. Coffin, Vice Chairman
629 Euclid
Cleveland 1, Ohio

My dear Mr. Coffin:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

This Bureau is the Federal agency authorized by its creative act to "formulate standards and policies which shall promote the welfare of wage-earning women, improve their working conditions, increase their efficiency, and advance their opportunities for profitable employment." Since the outbreak of the present war, the Bureau has channeled its resources and personnel so as to disseminate as widely as possible the information it has secured concerning war occupations where women may be substituted for men, and work standards for their employment. It has been the key source of information on employment problems of women.

A similar letter with accompanying material is being sent to the chairman and other vice chairman.

Sincerely yours,

Frieda S. Miller,
Director

FSM:BVW:gmc

Files

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

NATIONAL WAR LABOR BOARD
332 South Michigan Blvd.
Chicago 4, Illinois
Region VI

January 11, 1945

WOMEN'S BUREAU.
JAN 13 1945
DEPARTMENT OF LABOR

Miss Frieda S. Miller, Director
U. S. Department of Labor
Women's Bureau
Department of Labor Building
Washington 25, D. C.

Dear Miss Miller:

This is to acknowledge receipt of the publications you sent us relating to the employment of women in war industries.

I think the suggestion which has been made that the Women's Bureau of the Department of Labor send its bulletins to public members of the various regional War Labor Boards is a very good one, and I am sure that they will be very useful to us in our work.

Sincerely yours,

John Day Larkin

John Day Larkin, Vice Chairman
Regional War Labor Board

fz

January 4, 1945

Mr. John D. Larkin, Vice Chairman
Regional War Labor Board
332 S. Michigan Avenue
Chicago 4, Illinois

My dear Mr. Larkin:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and other vice chairman.

Sincerely yours,

Frieda S. Miller,
Director

File

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

NATIONAL WAR LABOR BOARD

Dallas, Texas

January 10, 1945

WOMEN'S BUREAU.
JAN 1 1945
DEPARTMENT OF LABOR

U. S. Department of Labor
Attention: Frieda S. Miller
Director, Women's Bureau
Washington 25, D. C.

Dear Miss Miller:

Thanks for your letter of January 5, and as this Regional Board has long followed a policy of equal pay for women where they do equal work, I shall be looking forward to receiving the publication you were kind enough to have sent to me.

Mrs McGuire
please check
& see if equal
pay was sent

Respectfully yours,

Garland R. Farmer

Garland R. Farmer
Vice Chairman

January 5, 1945.

Mr. Wales H. Madden, Chairman
Regional War Labor Board
Mercantile Bank Building
Box 5281
Dallas 2, Texas

My dear Mr. Madden:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the two vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller, Director.

FSM/RFN/nb

~~Miss Manning~~

Files

U. S. DEPARTMENT OF LABOR

WOMEN'S BUREAU

To—		From—	Re Attached Please—
	~~[illegible]~~		
	~~Anderson.~~		Approve
	Nienburg.		Comment
	Larrabee.		Note
	Benham.		Note and return
	Dern.		Reply
	Erickson.		Draft of reply
	Hyde.		Signature
	Manning.		Would like to discuss
	Mettert.		File
	Pidgeon.		Date
	Robinson.		
	Smith, F.		Note: F.M. wanted me to tell you at the time these letters were sent
	Spring.		
	Stitt.		
	Files.		

GPO 16—24460

(over)

~~[illegible]~~

R LABOR BOARD
ichigan Avenue
4, Illinois
ion VI

ry 9, 1945

WOMEN'S BUREAU
JAN 11 1945
DEPARTMENT OF LABOR

Director

or

your letter of January 4,
bulletins and pamphlets
ed by the Women's Bureau.
a number of these but I
complete set of the material
t to Board members.

I am passing a copy of your letter and the list of publications on to the other Public Members of the Board with the request that they let me know if they will be interested in also having copies of these publications.

Sincerely yours,

Edgar L. Warren

Edgar L. Warren, Chairman
Regional War Labor Board

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

NATIONAL WAR LABOR BOARD
332 South Michigan Avenue
Chicago 4, Illinois
Region VI

January 9, 1945

WOMEN'S BUREAU
JAN 11 1945
DEPARTMENT OF LABOR

Miss Frieda S. Miller, Director
Women's Bureau
U. S. Department of Labor
Washington 25, D. C.

Dear Miss Miller:

Thank you very much for your letter of January 4, and for sending me the bulletins and pamphlets which have been published by the Women's Bureau. I have, of course, seen a number of these but I am glad to have a more complete set of the material that will be of interest to Board members.

I am passing a copy of your letter and the list of publications on to the other Public Members of the Board with the request that they let me know if they will be interested in also having copies of these publications.

Sincerely yours,

Edgar L. Warren

Edgar L. Warren, Chairman
Regional War Labor Board

January 4, 1945.

Mr. Edgar L. Warren, Chairman,
Regional War Labor Board,
332 S. Michigan Avenue
Chicago 4, Illinois

My dear Mr. Warren:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the two vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller,
Director.

Natl War La Bd 264

WOMEN'S BUREAU
JAN 11 1945
DEPARTMENT OF LABOR

January 8, 1945

Miss Frieda Miller, Director

Martha Ziegler

Attention Mrs. Nyswander

I was glad to receive Mrs. Nyswander's message concerning the material which is to be sent to the public members of the regional War Labor Boards. I think the list of publications which Mrs. Nyswander sent to me is a very good ~~plan~~ I wonder whether it would be a good idea to add the leaflet concerning Standards on Maternity Care and Employment of Mothers in Industry. Some of the cases now coming before the War Labor Boards involve questions concerning maternity leave, I believe. However, a recommendation concerning maternity leave is included in our leaflet on Suggested Standards For Union Contract Provisions and so I do not think it is necessary to make a special effort to send the leaflets on maternity care if the other publications have already been mailed.

put in next
lot send them

203 - 1 + 2
192 - 8, + Sups. to Womens Wages,
+ Retool leaflet
sent Apr. 11, 1945

Replies to the 33 letters, only from

Cleveland (?)		350-R ✓
Atlanta	no.	
New York		?
Dallas		?
Chicago		?
Phila		350-R ✓
Boston		350-R ✓

30 offices listed

January 5, 1945

Mr. Thomas L. Norton, Chairman
Regional War Labor Board
220 East 42nd Street
New York 17, N. Y.

Dear Mr. Norton:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the two vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller, Director.

FSM:RFN:eh

January 5, 1945

Mr. William N. Loucks, Vice Chairman
Regional War Labor Board
1303 Stephen Girard Building
21 South 12th Street
Philadelphia 7, Pennsylvania

Dear Mr. Loucks:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman.

Sincerely yours,

Frieda S. Miller, Director.

FSM:RFN:eh

January 5, 1945.

Mr. Garland R. Farmer, Vice Chairman
Regional War Labor Board
Mercantile Bank Building
P. O. Box 5281
Dallas 2, Texas

My dear Mr. Farmer:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and the other vice chairman.

Sincerely yours,

FSM/RFN/nb

Frieda S. Miller, Director.

January 5, 1945

Mr. George Bernard Noble, Chairman
Regional War Labor Board
1411 Fourth Avenue Building
Seattle 1, Washington

Dear Mr. Noble:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the vice chairman, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller,
Director

FSM:RFN:eh

January 5, 1945

Mr. Paul L. Styles, Vice Chairman
Regional War Labor Board
Box 1322
Atlanta, Georgia

Dear Mr. Styles:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and the other vice chairman.

Sincerely yours,

Frieda S. Miller,
Director

FSM:RFN:eh

January 5, 1945

Mr. Alvin B. Biscoe, Vice Chairman
Regional War Labor Board
Box 1322
Atlanta, Georgia

Dear Mr. Biscoe:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

Frieda S. Miller
Director

FSM:RFN:eh

January 5, 1945.

Mr. Thomas Fair Neblett, Chairman
Regional War Labor Board
1355 Market St.,
San Francisco 3, California

My dear Mr. Neblett:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the two vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

FSM/RFN/nb

Frieda S. Miller, Director.

January 5, 1945

Mr. Russell S. Bauder, Vice Chairman
Regional War Labor Board
1100 Fidelity Building
Kansas City 6, Mo.

Dear Mr. Bauder:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and the other vice chairman.

Sincerely yours,

Frieda S. Miller
Director

FSM:RFN:eh

January 5, 1945

Mr. J. Glenn Donaldson, Chairman
Regional War Labor Board
300 Paramount Building
Denver 2, Colorado

Dear Mr. Donaldson:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

Frieda S. Miller
Director

FSM:RFN:eh

January 5, 1945

Mr. Herbert Fuchs, Vice Chairman
Regional War Labor Board
300 Paramount Building
Denver 2, Colorado

Dear Mr. Fuchs:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman.

Sincerely yours,

Frieda S. Miller, Director.

FSM:RFN:eh

January 5, 1945

Mr. Paul F. Nachtman, Chairman
Regional War Labor Board
1100 Fidelity Building
Kansas City 6, Mo.

Dear Mr. Nachtman:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

Frieda S. Miller,
Director

FSM:RFN:eh

January 5, 1945

Mr. Philip G. Marshall, Vice Chairman
Regional War Labor Board
332 S. Michigan Avenue
Chicago, 4, Illinois

Dear Mr. Marshall:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and other vice chairman.

Sincerely yours,

Frieda S. Miller, Director.

FSM:RFN:eh

January 4, 1945

Mr. Thomas H. Young, Vice Chairman
Regional War Labor Board
629 Euclid
Cleveland 1, Ohio

My dear Mr. Young:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and other vice chairman.

Sincerely yours,

Frieda S. Miller,
Director

FSM:FFK:gmc

January 5, 1945

Mr. Walter Gellhorn, Vice Chairman
Second Regional War Labor Board
220 East 42nd Street
New York 17, N. Y.

Dear Mr. Gellhorn:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

Frieda S. Miller, Director.

FSM:RFN:eh

January 5, 1945.

Mr. Clark Kerr, Vice Chairman
Regional War Labor Board
1411 Fourth Avenue Building
Seattle 1, Washington

Dear Mr. Kerr:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman.

Sincerely yours,

Frieda S. Miller
Director.

FSM/RFN/nb

January 5, 1945.

Mr. T. O. Walton, Vice Chairman
Regional War Labor Board
Mercantile Bank Building,
P. O. Box 5281,
Dallas 2, Texas

My dear Mr. Walton:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

FSM/RFN/nb

Frieda S. Miller, Director.

January 5, 1945

Mr. Paul G. Toohey, Vice Chairman
Regional War Labor Board
1100 Fidelity Building
Kansas City 6, Mo.

Dear Mr. Toohey:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

Frieda S. Miller,
Director

FSM:RFN:eh

January 5, 1945.

Mr. Ralph J. Zeigler
Regional War Labor Board
Room 230, Penobscot Building,
Detroit 26, Michigan

My dear Mr. Zeigler:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

Frieda S. Miller
Director.

FSM/RFN/nb

January 5, 1945.

Prof. Herman J. Wyngarden
Regional War Labor Board
Room 230, Penobscot Building
Detroit 26, Michigan

My dear Professor Wyngarden:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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Sincerely yours,

Frieda S. Miller,
Director.

FSM/RFN/nb

January 5, 1945.

Mr. David A. Wolff, Vice Chairman
Regional War Labor Board
Room 230 Penobscot Building
Detroit 26, Michigan

My dear Mr. Wolff:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

This Bureau is the Federal agency authorized by its creative act to "formulate standards and policies which shall prmote the welfare of wage-earning women, improve their working conditions, increase their efficiency, and advance their opportunities for profitable employment." Since the outbreak of the present war, the Bureau has channeled its resources and personnel so as to disseminate as widely as possible the information it has secured concerning war occupations where women may be substituted for men, and work standards for their employment. It has been the key source of information on employment problems of women.

Sincerely yours,

Frieda S. Miller,
Director.

FSM/RFN/nb

January 5, 1945.

Mr. Saul Wallen, Chairman,
Regional War Labor Board
209 Washington St.,
Boston 8, Mass.

My dear Mr. Wallen:

The suggestion has been made that the Women's Bureau of thenDepartment of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter is being addressed to the two vice chairmen, and if you think the other public members would be interested in having this or other material shown in the publications list, we shall be glad to send it to them.

Sincerely yours,

FSM.RFN/nb

Frieda S. Miller, Director.

January 5, 1945.

Mr. Arthur C. Miller, Vice Chairman
Regional War Labor Board
1355 Market St.,
San Francisco 3, California

My dear Mr. Miller:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

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A similar letter with accompanying material is being sent to the chairman and the other vice chairman.

Sincerely yours,

FSM/RFN/nb

Frieda S. Miller, Director.

January 5, 1945.

Mr. John T. Dunlop, Vice Chairman,
Regional War Labor Board,
209 Washington St.,
Boston 8, Massachusetts

My dear Mr. Dunlop:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

The Bureau is the Federal agency authorized by its creative act to "formulate standards and policies which shall promote the welfare of wage-earning women, improve their working conditions, increase their efficiency, and advance their opportunities for profitable employment." Since the outbreak of the present war, the Bureau has channeled its resources and personnel so as to disseminate as widely as possible the information it has secured concerning war occupations where women may be substituted for men, and work standards for their employment. It has been the key source of information on employment problems of women.

A similar letter with accompanying material is being sent to the chairman and the other vice chairman.

Sincerely yours,

FSM.RFN/nb

Frieda S. Miller, Director.

January 5, 1945.

Mr. James A. C. Grant, Vice Chairman
Regional War Labor Board
1355 Market St.,
San Francisco 3, California

My dear Mr. Grant:

The suggestion has been made that the Women's Bureau of the Department of Labor send its bulletins and pamphlets to public members of the various regional War Labor Boards and we have selected those that seem especially pertinent to women's employment in your region. A list of publications is enclosed, with bulletins checked that we thought might be of interest, that will go forward under separate cover.

This Bureau is the Federal agency authorized by its creative act to "formulate standards and policies which shall promote the welfare of wage-earning women, improve their working conditions, increase their efficiency, and advance their opportunities for profitable employment." Since the outbreak of the present war, the Bureau has channeled its resources and personnel so as to disseminate as widely as possible the information it has secured concerning war occupations where women may be substituted for men, and the work standards for their employment. It has been the key source of information on employment problems of women.

A similar letter with accompanying material is being sent to the chairman and the other vice chairman.

Sincerely yours,

Frieda S. Miller, Director.

FSM/RFN/nb

269
Natl W L Bd

August 25, 1943

WOMEN'S BUREAU
AUG 27 1943
DEPARTMENT OF LABOR

Mr. William H. Davis, Chairman
National War Labor Board
Department of Labor Building
Washington, D. C.

Dear Mr. Davis:

A recent announcement by the Regional War Labor Board - III, setting "minimum sound and stabilized rates" for certain industries and occupations in the Philadelphia area, lists job classification for some occupations solely on the basis of the worker's sex.

I make special reference to a release dated August 12, 1943, for the bank industry in Philadelphia and for those in clerical occupations in Philadelphia, Pittsburgh and Baltimore, dated August 5, 1943, as weel as rates set for the paper tube industry in Philadelphia, dated August 13, 1943. The YWCA has many types of white-collar workers in its constituency, and has a deep concern that there be no differentials because of sex, race or creed. The differentials quoted in the releases would establish a dangerous precedent.

Sincerely,

Agnes Kessler
Business & Professional Sec'y.
Div. of Community Y.W.C.A.'s

AK:fh

Cc Mary Anderson ✓

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE FOR EMERGENCY MANAGEMENT

DIVISION OF CENTRAL
ADMINISTRATIVE SERVICES

National War Labor Board
1431 Candler Building
Atlanta, Georgia

IN REPLY REFER TO:

January 14, 1943

WOMEN'S BUREAU
JAN 16 1943
DEPARTMENT OF LABOR

Research Director
Women's Bureau
Department of Labor
Washington, D. C.

Dear Director:

In connection with certain applications for War Labor Board approval of wage increases, we should like to avail ourselves of any data you may have in your files on minimum incomes necessary to maintain subsistence and/or decency standards of living in various towns and cities within our region. We have jurisdiction over the following seven states: Florida, Georgia, Alabama, Mississippi, South Carolina, North Carolina, Tennessee.

We should also like to have material on dependency status of working women. I believe that your bureau has made a study on this problem in recent years.

We are making the above request of the Bureau of Home Economics, Department of Agriculture, with the thought that if you do not have this material they may have pertinent data in their files on these problems.

Sincerely yours,

Jane Cassels Record

Jane Cassels Record, Economist
For the Regional Director

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

NWLB- STATE MINIMUM WAGE RATES

Gen. 49

U. S. DEPARTMENT OF LABOR

ROUTING SLIP

DATE 9/28

To-	-From
F. Miller	M. L. Plunkett

Referred for—

OK reword & retype

☑ Approval	☐ Memo
☐ Comment	☐ Previous correspondence
☐ Digest	☐ Reply
☐ Discuss with me	☐ Report
☐ File	☐ Return
☐ Information	☐ Signature

☐ Reply for signature of ____

Remarks: Even though the Board will presently fold up, I believe something like this to Taylor might be useful to get into the record. The file is attached. Taylor resigns as of Oct. 15 and is here now.

MLP

October 1, 1945

Dr. George W. Taylor, Chairman
National War Labor Board
Department of Labor Building
Washington, District of Columbia

Dear Dr. Taylor:

Thank you for your letter of August 10 in reply to my memorandum of July 23 with reference to the effects of General Order No. 7 and General Order No. 30 on the establishment of minimum wage rates in the States.

Since this exchange of correspondence, the termination of hostilities and resulting Board action lead me once again to reopen the questions raised in my memorandum of July 23. I refer particularly to the issuance of General Order No. 40, effective August 18, 1945, which permits increases by voluntary action "through collective bargaining," provided price ceilings are not affected. This order, I believe, has very disturbing implications with reference to General Order No. 7, even in its revised form as adopted on August 20. Revised General Order No. 7 still limits minimum wage rates to the Board's substandard rate as set from time to time in General Order No. 30, "except as provided in General Order No. 40." While the establishment of minimum wage rates by minimum wage boards is essentially a collective bargaining process in that finally established rates are the result of compromise between interested parties, it does not appear to me that this is the type of collective bargaining specified in General Order No. 40 which relates to "employers" and "duly certified or recognized representatives of the employees involved."

In essence, these two General Orders create a situation in which employers by voluntary action in agreement with employees may raise wages, while at the same time they are not allowed to comply, without Board approval, with legally set minimum wage rates above those stated in General Order No. 30. The present wording of General Order No. 7 will result, I believe, in deterring the States and wage boards from making strenuous efforts to raise substandard wages, while at the same time General Order No. 40 permits well organized labor groups to improve their situation without special Board approval and without special reference to whether or not the existing wage is substandard. In actual practise, therefore, women who are not organized and whose wages are definitely substandard are not benefited by the Board's General Order No. 40, and at the same time they are deprived by the existing Board Order No. 7 from realizing the maximum benefits of State minimum wage laws designed for their protection. I believe this to be an inconsistency of approach to the many problems of wage determination, and I feel certain that it results from an oversight on the part of the Board rather than to deliberate intent. In view of the fact that a number of States are now reviewing their wage orders, a clarification by the Board of the relationship between General Order No. 7 and General Order No. 40 would result in a great saving of time and expense to the States by permitting them to set new minimum standards in line with probable postwar wage levels rather than with reference to the necessities of the wartime stabilization program.

Since General Order No. 40 eliminates controls over voluntary wage increases where no price increases are involved, my further hope is that the Board may, at the earliest possible moment, take a similar position with respect to State minimum-wage action. My considered belief is that General Order No. 7 should be restored promptly to its original form, thus giving automatic Board approval to rates established under State minimum wage orders without setting any upper monetary limit which would interfere with the normal wage board bargaining process.

I can fully understand how the board, up until the end of the war, might have felt the necessity of maintaining ultimate control over wage increases, even those effected by the establishment of minimum wage rates. Without such control it is conceivable that the States might have set minimum rates so far above the Board's substandard minimum as to undermine effectively the national wage stabilization policy. However, the end of the war, as well as recent actions of the Board mentioned above, indicate that these considerations are no longer so pressing. Your offer in your letter of August 10 to reopen the whole question with the Board is, therefore, particularly appreciated, and I shall look forward with interest to any further comments or suggestions you may have on this matter.

Sincerely yours,

Frieda S. Miller, Director

FSM:LW

NATIONAL WAR LABOR BOARD
DEPARTMENT OF LABOR BUILDING
WASHINGTON, D. C.

OFFICE OF THE CHAIRMAN

August 10, 1945

WOMEN'S BUREAU
AUG 13 1945
DEPARTMENT OF LABOR

Miss Frieda S. Miller
Director Women's Bureau
Department of Labor

Dear Miss Miller:

I have your memorandum of July 23 in which you call my attention to the possible effect of the National War Labor Board's General Order No. 7 on the adoption by various states of revised minimum wage standards.

A recent amendment of the Board's General Order No. 7 has removed the inconsistency between that Order and General Order No. 30 to which you refer. As revised under date of July 19, 1945, General Order No. 7 provides that no WLB approval is necessary for increases in wage rates made in compliance with statutes and orders of duly constituted authorities of the several states fixing minimum rates unless such increases would result in rates exceeding those established as a minimum rate by General Order No. 30. As you point out General Order No. 30 as revised May 23, 1945 permits employers to raise wage rates to 55 cents per hour without Board approval provided price increases are not involved. Accordingly General Order 7 and General Order 30 are now in harmony.

I recognize that this change in General Order No. 7 does not entirely meet the point which you raise in your memorandum. As I understand it you feel that the War Labor Board should not require any approval for wage rate increases which are made by employers in conformity with any state minimum wage law or order.

Without disagreeing with the conclusions you draw as to the possible practical effects on state minimum wage action resulting from the WLB 55 cent limitation on uncontrolled adjustments, I do want to emphasize the actual scope of the Board's General Order No. 7. Perhaps what I say might usefully be called to the attention of any state minimum wage authorities with whom you have occasion to deal.

General Order 7 is by no means a bar to action by state minimum wage authorities. Any state can, of course, adopt minimum wage rates up to 55 cents as freely as if the stabilization law and the War Labor Board were not in existence. But beyond that, any state is also free to prescribe minimum wages in excess of 55 cents.

FOR VICTORY
BUY
UNITED STATES DEFENSE BONDS AND STAMPS

The control reserved by the War Labor Board in requiring approval of rates to be instituted by employers in excess of 55 cents does not mean that such approval would not be granted. In my opinion, the War Labor Board would not lightly deny approval in any case where employers were acting pursuant to state requirements.

The reason why the War Labor Board has reserved potential control in this field, I believe, has been to guard against an upsetting of stabilized conditions resulting from possible extreme action by some local authority in the issuance of minimum wage orders. I recall at least one instance early in the stabilization program where proposed action by a state agency in setting a relatively high minimum wage rate for a particular occupation did threaten a serious upset to the stabilization program in an important area on the west coast. The War Labor Board in carrying out its duty to "hold the line" uniformly throughout the country felt it necessary to prevent the possibility of such non-uniform action taken by local authorities. In the particular instance I cite, the action of the local authorities was undoubtedly designed largely to combat a tight manpower situation in a particular industry rather than to correct a clearly substandard wage rate.

In general, however, I would certainly agree that the raising of state minimum wage levels is not a likely source of danger to the stabilization program. Especially at this stage of the war and partial reconversion program I feel sure the War Labor Board would not want its policies to operate as a deterrent to advances by the states in their long term programs of raising minimum wage levels. Because of your feeling that such a deterrent may exist I shall, therefore, bring your proposal to the attention of the Board with a view to determining whether at this time the Board should eliminate entirely any requirement for obtaining approval of adjustments made by employers in response to state minimum wage requirements.

Very truly yours,

George W. Taylor

George W. Taylor
Chairman

Files 269

Dr. George W. Taylor, Chairman
National War Labor Board
Frieda S. Miller, Director
Women's Bureau
National War Labor Board General Order No. 7

July 23, 1945

Several States recently have stated that they intend to revise their minimum wage orders for women, or to issue new orders for industries not now covered, and have asked advice of the Women's Bureau concerning problems of current importance in this field. One of the questions they raise is the present effect of National War Labor Board General Order No. 7.

General Order No. 7 as originally issued by the Board October 28, 1942, in effect gave blanket approval to wage and salary increases made in compliance with State minimum wage statutes and orders. The order was amended on August 2, 1943, to provide that where minimum wage rates established under State authority do not exceed 50 cents an hour, employers may make such rates effective without obtaining Board approval but that "increases directed by State statutes or orders promulgated after April 8, 1943, which would result in a wage or salary rate in excess of 50 cents an hour, may not be made without the approval of the Board." At the time the amended order was issued, the Board's "substandard" rate in voluntary cases as expressed in General Order No. 30 was 40 cents an hour. General Order No. 30 was amended in November 1944 to permit employers to make increases up to 50 cents an hour without prior Board approval, and amended further on May 23, 1945 to permit employers to raise wage rates to 55 cents an hour without Board approval provided price increases are not involved.

Our purpose in calling this matter to the attention of the National War Labor Board is not merely to obtain correction of the apparent inconsistency of General Orders Nos. 7 and 30, although we believe that is very important, but to present to the Board the desirability of a complete revision of the Board's present policy regarding rates established under State minimum wage orders. The Board's policy concerning establishment of State minimum wage rates has a very important bearing on State action at this time, not only as to the hourly rates set but, in many States, as to whether any action is taken toward revision of present out-moded orders.

The present effect of General Order No. 7 is to place a 50-cent ceiling on State minimum wage rates. During the long period when no ceiling was in effect, the best efforts of State administrators were not able to raise minimum wage rates to this point. During the war period only two States have established minimum rates as high as 50 cents an hour - California by wage order; Nevada, by statute. Except in a few isolated orders applicable to highly seasonal and temporary employment in food processing industries, no other States throughout the entire history of State minimum wage legislation have set minimum wage rates as high as 50 cents an hour. Wage rates have been unfortunately low, usually far below the actual cost of living as determined by official, priced budgets.

The reason why such rates are usually low is that the establishment of State minimum wage rates is essentially a collective bargaining process. This is also the reason why General Order No. 7 has a very important bearing on State minimum wage action.

Procedure under State minimum wage acts usually requires that before State minimum wage rates can be made effective, they must first be recommended by wage boards composed of representatives of employers, employees, and the public. Wage board action is essentially a method of compromise. Under the laws as written, the wage standard to be aimed at, but which so far has not been achieved in practice, is a cost of living wage adequate to maintain a woman in health. This figure is determined by pricing a cost of living budget based on the goods and services necessary to maintain a single woman for a year's period.

The establishment by the War Labor Board of a flat 50-cent ceiling to wage board action upsets this collective bargaining process. Instead of the cost of living figure, the fifty-cent maximum is taken as the criterion for wage board guidance. State authorities realize that compromise is likely to result in a wage considerably less than this. Hence in addition to the expense of calling a wage board, and other difficulties, they now have General Order No. 7, which in its present form leaves them slight prospect of achieving best results through the compromise method which the laws contemplate.

We know it is not the intention of the National War Labor Board to act as a deterrent to State minimum wage action. Instead, we believe the Board will agree with us that it is of vital importance to stimulate and foster increased minimum wage action in the months immediately ahead. Women by the tens of thousands are losing their well-paid jobs in war industries and are finding it necessary to seek reemployment in the traditional women-employing occupations, principally in the service industries. Since these industries are very largely unorganized, legal minimum wage rates offer the first line of support for fair wage standards.

We are very much encouraged by the letters that come to us which show that States have an increased awareness of the need for using existing minimum wage machinery to move women's wages toward health and decency levels. In our opinion, the necessary first step toward the accomplishment of this desirable objective is to restore General Order No. 7 to its original form as of October 1942, giving Board approval to rates established under State minimum wage orders without setting any monetary limit which would interfere with the normal wage board bargaining process. I should be very happy to discuss this with you at your earliest convenience.

FSM:AA:MMG

Mrs. Schafer;

I believe Miss Miller might want to see this sheet. It came to Miss Angus' desk this A.M.

Note the date the Order was amended - July 19.. Miss Miller's memo on the subject to Dr. Taylor was dated July 23.

8/4/45

Tues sure

2 Sullivan ( ) -

[illegible]

Stett [illegible]

Dig out material on which Order no 7 is based Miss Stett did much of this ground work & prepared —

Angus —

ADVANCE RELEASE ADVANCE RELEASE

NATIONAL WAR LABOR BOARD

DIVISION OF PUBLIC INFORMATION
PRESS RELEASE

B-2181
G.O. Seven Amendment

G.O. 7 as of July 1945.

For Release In Morning Papers
Of Friday, August 3, 1945
Radio: 7 p.m. Thursday

Cleared and Released Thru
The Facilities of The
Office of War Information

The National War Labor Board today announced it had amended its General Order No. 7 to provide that any wage or salary increases directed as a result of changes in state laws on minimum wages passed or promulgated after April 8, 1943, which would result in a wage or salary rate in excess of the rate established by the Board's General Order No. 30 as the minimum wage rate may not be made without WLB approval.

General Order No. 7 previously provided that approval was needed if increases directed by state laws resulted in a rate in excess of 50 cents an hour. Recently the Board raised its substandard minimum as defined in General Order No. 30 from 50 to 55 cents.

The change in the General Order follows as prepared for publication in the Federal Register today:

TITLE 29

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

The National War Labor Board has amended its General Order No. 7 to read as follows:

> Section 803.7 Since Title VI, Section 1 of Executive Order No. 9250, dated October 3, 1942, states that "nothing in this Order shall be construed as affecting the present operation of the Fair Labor Standards Act", and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders, provided however, that if any changes in such statutes or orders are made or promulgated after April 8, 1943, increases directed thereby which would result in a wage or salary rate in excess of the rate which the War Labor Board establishes as a minimum wage rate by General Order No. 30, may not be made without the approval of the Board.

/s/ Theodore W. Kheel
Executive Director

(Approved: July 19, 1945)

7109
8/2/45

G.O. #7 revised
as of Aug. 20 '45

TITLE 29 - LABOR

VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

Latest
NWLB
action
(Aug. 20 '45)

War Labor Board hereby amends General order No. 7

- General Order No. 7

I, Section 1 of Executive Order No. 9250, dated
es that "nothing in this order shall be construed
sent operation of the Fair Labor Standards Act,"
nd orders of the duly constituted authorities of
ixing minimum rates for certain types of workers
urposes and intent of the Fair Labor Standards
and intended to eliminate substandards of living
within the meaning of Section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders, provided, however, that if any changes in such statutes and orders are made or promulgated after April 8, 1943, increases directed thereby which would result in a wage or salary rate in excess of the rate which the War Labor Board establishes as a minimum wage rate by General Order No. 30, may not be made without the approval of the Board except as provided in General Order No. 40.

attached

Fred E. Desmond
Acting Executive Director

(Adopted August 20, 1945)

9708

G.O. #7 revised
as of Aug. 20 '45

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

The National War Labor Board hereby amends General order No. 7 to read as follows:

Section 803.7 - General Order No. 7

Since Title VI, Section 1 of Executive Order No. 9250, dated October 3, 1942 states that "nothing in this order shall be construed as affecting the present operation of the Fair Labor Standards Act," and since statutes and orders of the duly constituted authorities of the several states fixing minimum rates for certain types of workers carry out the true purposes and intent of the Fair Labor Standards Act and are designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250, the National War Labor Board hereby approves increases in wage and salary rates made in compliance with such statutes and orders, provided, however, that if any changes in such statutes and orders are made or promulgated after April 8, 1943, increases directed thereby which would result in a wage or salary rate in excess of the rate which the War Labor Board establishes as a minimum wage rate by General Order No. 30, may not be made without the approval of the Board except as provided in General Order No. 40.

attached

Fred E. Desmond
Acting Executive Director

(Adopted August 20, 1945)

9708

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

The National War Labor Board hereby amends the first paragraph of Title III of General Order No. 9 to read as follows:

Section 803.9 - General Order No. 9

Salary adjustments may be made in salary rates of indivudual employees over which the Board has jurisdiction without approval of the Board, if they are incident to the application of the terms of a salary agreement or incident to an established salary rate schedule and are made as a result of:

(a) . . .

Fred E. Desmond,
Acting Executive Director

(Adopted August 20, 1945)

The remainder of Title III of General Order No. 9 reads:

(a) individual promotions or reclassifications
(b) individual merit increases within established rate ranges
(c) operation of an established plan or salary increases based on length of service within established rate ranges
(d) increased productivity under incentive plans
(e) operation of an apprentice or trainee system, or
(f) such other reasons, or circumstances as may be prescribed in orders, rulings, or regulations, promulgated under the authority of these regulations.

Salary adjustments made under this order shall not result in any appreciable increase of the level of production costs and shall not furnish a base either to increase prices or to resist otherwise justifiable reductions in prices.

Angus
5-23-45

TITLE 29 - LABOR

CHAPTER VI - NATIONAL WAR LABOR BOARD

PART 803 - GENERAL ORDERS

803.30 General Order No. 30 . . . . .

The National War Labor Board has amended General Order No. 30 to read as follows:

"803.30 Increases in Wage or Salary Rates Below 55 cents Per Hour.

In accordance with the provisions of Section 4 of Title II of Executive Order 9250, increases in wage or salary rates which do not bring such rates above 55¢ per hour, may be made without the approval of the National War Labor Board. Increases above 50¢ per hour made hereunder may not, however, furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

Theodore W. Kheel
Executive Director

(Approved 5/23. 1945)

ADVANCE RELEASE ADVANCE RELEASE

NATIONAL WAR LABOR BOARD B-1836A
General Order 30

DIVISION OF PUBLIC INFORMATION
PRESS RELEASE

For Release in Afternoon Papers
Of Friday, May 25, 1945
Radio: 7 A. M., Friday.

Cleared and Released Thru
The Facilities of the
Office of War Information

Employers who wish to raise wage rates to a point not in excess of 55 cents an hour may do so without the necessity of obtaining approval of the National War Labor Board, it was announced by the Board today.

The raising of the limit from 50 cents to 55 cents is in effect only a change in procedure, since the Board has been approving voluntary adjustments up to a rate of 55 cents an hour when the necessary application was filed.

The change was brought about through a revision of the Board's General Order No. 30, which also was amended so as to stipulate that increases between 50 cents and 55 cents an hour may not "furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings." Previously this restriction was applied to increases above 40 cents an hour.

Approval of the Board must still be obtained for proposed adjustments in rates above 50 cents for which price relief will be sought or which will be used to resist otherwise justified reductions in price ceilings, as well as for adjustments above 55 cents an hour which may be deemed necessary because of the adjustments up to 55 cents made without Board approval.

The revised text of General Order No. 30 is attached as prepared for publication in the Federal Register.

6768
5-24-45

G.O. 40

IMMEDIATE RELEASE IMMEDIATE RELEASE

NATIONAL WAR LABOR BOARD

B-2200
General Order No. 40

DIVISION OF PUBLIC INFORMATION
PRESS RELEASE

For Immediate Release
Monday, August 20, 1945

Cleared and Released Thru
The Facilities of the
Office of War Information

The National War Labor Board today unanimously adopted General Order No. 40. Text of the Order follows:

Pursuant to the authority granted to the National War Labor Board by Section I of Title IV of Executive Order 9599, dated August 18, 1945, the Board hereby enacts General Order No. 40 as follows:

Section 803.40 (a) Employers may, through collective bargaining with duly certified or recognized representatives of the employees involved, or, if there is no such representative, by voluntary action, make wage or salary increases without the necessity of obtaining approval therefor, upon the condition that such increases will not be used in whole or in part as the basis for seeking an increase in price ceilings or for resisting otherwise justifiable reductions in price ceilings, or, in the case of products or services being furnished under contract with a Federal procurement agency, will not increase the cost to the United States.

(b) The provision of paragraph (a) above shall be effective as of August 18, 1945, but this shall not preclude the selection by the party or parties of any earlier date as the effective date of the wage or salary increase. The provisions of this General Order shall not, however, operate as an approval of any wage or salary increase put into effect before August 18, 1945, and prior to receipt of any approval required by the Stabilization Act of October 2, 1942, or the Orders or Regulations issued thereunder.

(c) Wage or salary increases referred to in paragraph (a) above may be made notwithstanding any previous denial or modification of an application for approval thereof by the National War Labor Board or its agencies.

9575
8/21/45

78th CONGRESS
2d Session

S. CON. RES. 48

IN THE SENATE OF THE UNITED STATES

AUGUST 25 (legislative day, AUGUST 15), 1944

Mr. PEPPER submitted the following concurrent resolution; which was referred to the Committee on Education and Labor

---

CONCURRENT RESOLUTION

Whereas pursuant to the Act of October 2, 1942, which was designed to aid in stabilizing the cost of living, the President, in Executive Orders 9250 and 9328, conferred authority upon the National War Labor Board to correct substandards of living; and

Whereas substandard wages not only undermine the health and strength of the Nation but curtail production; and

Whereas Congress deems it desirable to determine a rate below which wage rates shall be considered substandard: Therefore be it

Resolved by the Senate (the House of Representatives concurring), That it is the sense of the Congress that a straight time hourly rate of 65 cents per hour is the minimum below which the National War Labor Board shall consider any wage rate substandard.

ADVANCE RELEASE ADVANCE RELEASE

vm 1313 Still

OFFICE OF WAR INFORMATION

NATIONAL WAR LABOR BOARD B-1116

For release in a.m. papers

of Wednesday, November 17, 1943

The National War Labor Board today amended its instructions to Regional Boards on substandard-of-living rates by empowering the Regional Boards to determine what rates or rate up to 50¢ an hour shall constitute the substandard wage or salary rate in each Region for the purpose of Board approval of wage adjustments.

The National Board last March fixed a 50¢ rate as the tentative substandard rate for use of a shortened procedure in processing of such cases, pending determination by each Region of its own substandard guideposts. These guideposts were to be subject to approval by the National Board.

The text of the Board's new resolution follows:

"The Regional War Labor Boards shall determine what rates or rate up to fifty cents an hour constitute substandard wage or salary rates in their regions for the purpose of permitting consideration of proposed adjustments up to the specified minima. Without in any way limiting the discretion of the Regional Boards to fix lower minimum rates, proposed adjustments of wage rates of individuals up to fifty cents an hour or proposed adjustments up to $20.00 a week may be handled in accordance with the Wage Bracket Instructions (Section III-B-6) as amended."

* * * * * *

Section III-B-6 of the wage bracket instructions referred to in the resolution follows:

"In cases involving the application of minimum rates defining substandards of living, the following should be observed:

"a. In voluntary cases, where an applicant's proposed rate or rates for one or more job classifications are below the appropriate Regional substandard minimum rate, such proposed rate or rates may be approved without regard to the wage-bracket rates for such job classifications.

"b. In dispute cases, where the disputed rate or rates for one or more job classifications are below the appropriate Regional substandard minimum rate, the Regional Boards in their discretion may use appropriate bracket minima in determing such cases."

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OFFICE OF WAR INFORMATION

NATIONAL WAR LABOR BOARD

ADVANCE RELEASE ADVANCE RELEASE

For release in a.m. papers
of Wednesday, September 15, 1943 B-978

To speed up final action in wage adjustment cases in the laundry industry and at the same time maintain the policies of the wage stabilization program, the National War Labor Board today announced it had been authorized under certain conditions to make wage adjustments in laundry cases even though the wage adjustments will necessitate price increases.

Judge Fred M. Vinson, Director of Economic Stabilization, authorized the adjustments by granting advance approval under three definite conditions. Judge Vinson's approval is necessary before the increases become effective because, under Executive Order 9250, the Director of Economic Stabilization must review wage increases when the WLB or the Office of Price Administration believes that the increase will require a change in the price ceiling of the commodity or service involved.

In a letter to William H. Davis, WLB Chairman, Judge Vinson said that "in order to effectuate the administration of numerous laundry cases while maintaining the policies of the stabilization program" he gave advance approval, if the wage or salary adjustments are made in accordance with the following formula, even if price increases are involved:

"(1) Wage rate increases up to the figure (in cents per hour) set by the Regional Board and approved by the National Board as an administrative device for processing cases involving substandards of living may be approved for those job classifications whose present rates are below such figure.

" (2) For those job classifications whose rates are at or above a point which is 30 cents an hour higher than such Regional substandards minimum hourly rate, wage rate increases may be approved up to the minima of the respective wage brackets for truly comparable job classifications.

"(3) For job classifications whose existing rates fall between the Regional substandard minimum hourly-rate figure and the point which is thirty cents an hour higher than such figure, approval of the wage rate increases may be granted in accordance with the principle of maintaining minimum differentials in cents per hour necessary for productive efficiency in the immediately inter-related job classifications."

The first condition in the formula refers to the rates set by the Regional War Labor Boards as guideposts used in processing voluntary wage adjustments under the substandards-of-living phase of the Board's wage program.

The National Board last March authorized the Regional Boards to use a shortened procedure in processing voluntary applications involving wage rates up to 50 cents an hour or $20 a week. The chief feature of the shortened procedure is the elmination of complicated statistical wage studies in considering the cases. These rates are tentative, pending the establishment by each Regional Board of its own substandard criteria.

The substandard rates are not mandatory, the WLB emphasized. If he wishes, the employer may raise wage rates up to a 40 cents-an-hour rate without seeking WLB approval (General Order 30) but to make general raises in rates above 40 cents an hour, he must seek WLB approval.

Laundries throughout the country are suffering from an acute labor shortage, coupled with a tremendous increase in demand, Government reports reveal. It is estimated that there is today a 42 per cent increase in laundry demand over 1941.

The WLB, in instructions to its Regional Boards, gave three examples illustrating the third condition laid down by Judge Vinson. It was emphasized that they were only illustrations of the type of procedure which might be used in processing the laundry cases and do not necessarily exhaust all the possibilities.

The illustrations follow:

"(A) In those cases where increases under paragraph (2) may be approved, amounting to less, in cents per hour, then under paragraph (1), the increases approved under paragraph (3) should be tapered downward accordingly. For example, if your region uses a substandards-of-living rate of 50 cents an hour in a particular case this would permit an average increase of 10 cents an hour to the substandard job classifications, while increases amounting to only 5 cents per hour could be approved for the higher paid job classifications under your bracket minima for truly comparable job classifications, the increases permitted for those job classifications between 50 and 80 cents an hour should be tapered downward from 10 cents to 5 cents an hour.

"(B) In those cases where increases under paragraph (2) may be approved amounting to more, in cents per hour, than under paragraph (1), the increases approved under paragraph (3) should be tapered upward accordingly.

"For example, if your region uses a substandards-of-living rate of 50 cents an hour and in a particular case this would permit an average increase of 5 cents an hour to the substandard job classifications, while increases amounting to 10 cents per hour could be approved for the higher paid job classifications under your bracket minima for truly comparable job classifications, the increases permitted for those job classifications between 50 and 80 cents an hour should be tapered upward from 5 cents to 10 cents an hour.

"(C) In those cases where no increases can be approved under paragraph (2) the increases under paragraph (3) might well be tapered downward to 0 cents at a point 30 cents above the regional substandard rate."

Text of the letter from Judge Vinson is attached.

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OFFICE OF ECONOMIC STABILIZATION
Washington, D. C.

September 7, 1943

Honorable William H. Davis
Chairman, National War Labor Board
Washington, D. C.

Dear Mr. Davis:

In order to effectuate the administration of numerous laundry cases while maintaining the policies of the stabilization program, I hereby give advance approval to wage or salary adjustments in laundry establishments even though they will necessitate price increases, if the wage or salary adjustments are made in accordance with the following formula:

(1) Wage rate increases up to the figure (in cents per hour) set by the Regional Board and approved by the National Board as an administrative device for processing cases involving substandards of living may be approved for those job classifications whose present rates are below such figure.

(2) For those job classifications whose rates are at or above a point which is 30 cents an hour higher than such Regional substandard minimum hourly rate, wage rate increases may be approved up to the minima of the respective wage brackets for truly comparable job classifications.

(3) For job classifications whose existing rates fall between the Regional substandard minimum hourly-rate figure and the point which is thirty cents an hour higher than such figure, approval of wage rate increases may be granted in accordance with the principle of maintaining minimum differentials in cents per hour necessary for productive efficiency in the immediately inter-related job classifications.

Sincerely yours,

/s/ Fred M. Vinson
Director
Office of Economic Stabilization

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File

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NATIONAL WAR LABOR BOARD
DEPARTMENT OF LABOR BUILDING
WASHINGTON, D. C.

3711

25
August 23, 1943

MEMORANDUM

WOMEN'S BUREAU
AUG 24 1943
DEPARTMENT OF LABOR

TO: Miss Mary Anderson
Women's Bureau
Department of Labor

FROM: Jesse Freidin

SUBJECT: Board's letter of August 2 concerning Board approval of State minimum wage rates.

Thank you for calling my attention to the reference in Chairman Davis' letter of August 2 relating to rates of 40¢ an hour "up to which increases may be made without approval". In those situations where increases may be made without Board approval up to a minimum rate of 50¢ an hour fixed by a State law or order, the principle stated in the first sentence of that paragraph in Chairman Davis' letter is equally applicable.

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

Files 269
Natl War Lab Bd

August 9, 1943

To: Mr. Jesse Freidin
Associate General Counsel
War Labor Board

From: Mary Anderson

Re: Board's Letter of August 2 concerning Board approval of State minimum wage rates.

I am in receipt of a letter dated August 2 addressed to the Secretary of Labor from Mr. William H. Davis, Chairman of the War Labor Board, stating that the Board has amended General Order No. 7 by approving all increases in State minimum wage rates not in excess of 50 cents an hour. We are very glad that favorable action has thus been taken on our suggestion which we discussed with you at an earlier date, and we wish to thank you for your assistance in bringing this matter to the attention of the Board.

You will remember that we asked the Board for a ruling on the application of General Order No. 7 to under-time or part-time rates established in connection with basic minimum wage rates under State wage orders. On this point, the Board has advised us as follows in its letter of August 2:

> "In regard to State wage orders which fix a premium rate for employees who are working less than a minimum number of hours per week, our General Counsel has ruled that if increases up to the minimum rate fixed by a particular State law or order are approved, such approval would also include the incidental and related increases required by the premium rate provisions of the same order. By the same token, we are advised, where the minimum rate is fixed at 40 cents an hour or less, a level up to which increases may be made without approval, incidental and related increases required by the undertime and part-time provisions of the same order may be made without Board approval even though the undertime or part-time rate is in excess of 40 cents an hour."

Inasmuchas the "level up to which increases may be made without approval" is now 50 cents, rather than 40 cents, the references to 40 cents in the second sentence of the above-quoted paragraph appears to be an oversight. In other words, the principle stated in the first sentence of the paragraph would appear to be equally applicable to State wage orders in which the basic rate is not in excess of 50 cents. We would appreciate a statement from you clarifying this point.

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NATIONAL WAR LABOR BOARD
DEPARTMENT OF LABOR BUILDING
WASHINGTON, D. C.

May 21, 1943

WOMEN'S BUREAU
MAY 22 1943
DEPARTMENT OF LABOR

MEMORANDUM

TO: Mary Anderson, Director
Women's Bureau
U. S. Department of Labor

FROM: Jesse Freidin
Associate General Counsel

SUBJECT: Your Memorandum of April 30 Regarding
State Minimum Wage Law

Your memorandum of April 30 regarding the effect of the War Labor Board's April 21 amendment to General Order No. 7 raises the following questions:

1. Is Board approval required of a wage or salary increase made in compliance with a state minimum wage law or order if such an increase does not result in a wage or salary rate in excess of 40¢ an hour?

Board approval is not required for any increase which does not result in a wage or salary rate in excess of 40¢ an hour regardless of whether such increase is or is not required by the terms of the state minimum wage law or order.

2. Where a state minimum wage law or order requires a rate in excess of 40¢ to be paid, must the state agency or the employer apply to the War Labor Board for approval of such an increase?

The provisions of General Order No. 7, as amended, make it clear that it was intended that employers rather than the state agency must apply for Board approval before putting into effect the required increase. However, since such a procedure would undoubtedly entail a substantial administrative burden, there is no reason why the state agency, if it

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UNITED STATES
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desired, could not on behalf of employees generally submit the new rate to the appropriate Regional War Labor Board and request approval of all wage increases made in compliance with the minimum wage order. There may be some situations in which this device would not be feasible, and in those cases the Regional or the National Board would be glad to give consideration to any suggestion regarding procedure. The reason why we asked employers, rather than the state agencies, to make the applications, was that we did not want to create the impression that we were seeking to exercise jurisdiction over the actions of the state agencies.

3. Is Board approval required for the payment of overtime when such payment is called for by a state minimum wage law or order?

The Board's Statement of March 11, 1943, to the effect that Board approval is not required under such circumstances has not been changed.

NATIONAL WAR LABOR BOARD

Department of Labor Building

Washington, D. C.

Office of the Chairman

August 2, 1943

WOMEN'S BUREAU

Honorable Frances Perkins
Department of Labor
Washington, D. C.

Dear Madam Secretary:

I am glad to inform you that the Board has amended General Order No. 7 in accordance with the suggestion contained in your letter to me of June 9, by approving all increases made in compliance with changes in state minimum wage laws or orders promulgated after April 8, 1943 which do not result in rates in excess of 50¢ an hour. I regret that it was not possible to obtain speedier action on your request.

The Board has adopted a statement, a copy of which is enclosed, suggesting advance consultation between state officials and the Regional Boards in cases where orders are contemplated requiring rates above 50¢ an hour. As you will note, our Regional Boards have been instructed to cooperate fully in this regard with state officials. The Board hopes that the representatives of the Women's Bureau will, in their frequent contact with state minimum wage agencies, make clear to such agencies the desirability of federal and state cooperation in the fixing of minimum rates.

In regard to state wage orders which fix a premium rate for employees who are working less than a minimum number os hours per week, our General Counsel has ruled that if increases up to the minimum rate fixed by a particular state law or order are approved, such approval would also include the incidental and related increases required by the ~~minixx~~ premium rate provisions of the same order. By the same token, we are advised, where the minimum rate is fixed at 40¢ an hour or less, a level up to which increases may be made without approval, incidental and related increases required by the under-time and part-time provisions of the same order may be made without Board approval even though the under-time or part-time rate is in excess of 40¢ an hour.

We are notifying our Regional Boards of the contents of this letter. It would be helpful if the Women's Bureau would notify the appropriate state agencies.

Very tnly yours,

William H. Davis

Enclosure

STATEMENT OF THE NATIONAL WAR LABOR BOARD IN CONNECTION WITH ITS JULY AMENDMENT OF GENERAL ORDER NO. 7

The National War Labor Board, after consultation with officials of the United States Department of Labor, and upon the suggestion of the Secretary of Labor, has amended General Order No. 7 so as to approve wage or salary increases made in compliance with State minimum wage laws and orders when such increases do not result in rates in excess of 50 cents per hour.

The Board has heretofore provided by General Order No. 30 that employers may increase rates up to 40 cents per hour without Board approval and has instructed its Regional Boards to rule upon proposed increases up to 50 cents per hour by a shortened procedure. With respect to action by State minimum wage agencies which do not result in rates in excess of 50 cents per hour, the Board is confident that the considered judgment of these expert local bodies may be exercised in a manner entirely compatible with the requirements of National Wage Stabilization.

When such minimum wage orders, however, require increases resulting in rates in excess of 50 cents per hour, the Board believes that the paramount needs of a nation at war to achieve wage stabilization outweigh its reluctance to interfere with the administrative agencies of the States. It is not expected that such situations will arise because the Board has been informed by the United States Department of Labor which, over a period of years, has fostered and maintained close relations with State minimum wage agencies, that no State minimum wage orders calling for basic rates in excess of 50 cents per hour are contemplated. But should any State agency feel that local conditions require such action, it is hoped that before promulgation of the order, opportunity will be given to representatives of the tripartite Regional War Labor Boards to confer with the appropriate State officials with respect to whether the rate proposed conforms to the wage stabilization program.

The Regional War Labor Boards have been instructed to cooperate in this regard to the fullest extent and have been authorized, where the proposed rate would not have unstabilizing effects, to issue a ruling of general application approving all increases made in compliance with the minimum wage order. This will relieve employers subject to the State law and to the jurisdiction of the National War Labor Board from the necessity of making individual applications for approval of the increases called for, and should facilitate the administrative tasks of the Federal and State agencies concerned with this common problem.

August 2, 1943

269

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June 4 1943

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Honorable William H. Davis, Chairman
National War Labor Board
Washington, D. C.

Dear Mr. Davis:

On behalf of State agencies engaged in the administration of minimum wage laws for women, and at their request, the Women's Bureau of the Department of Labor has exchanged memoranda and held conferences with Mr. Jesse Freidin, Associate General Counsel of your Board relative to problems of mutual concern. I understand that Mr. Freidin, at the earliest opportunity, will submit for the Board's consideration certain suggestions as to procedure in the approval of increases in wages or salaries resulting from the promulgation by State agencies of minimum wage orders pursuant to State laws. Because of my interest in this matter, I am taking this opportunity of acquainting you with my views.

Mr. Freidin has informed the Women's Bureau that under the Board's General Order No. 7, as amended, and General Order No. 30 all wage or salary increases made in compliance with State minimum wage laws or orders promulgated after April 8, 1943, which bring rates to a point in excess of 40 cents per hour require Board approval. Thus, increases resulting in rates in excess of 40 cents an hour required by State law and ordered by local boards presumably possessing an expert knowledge of those increases necessary for "the correction of substandards of living" are required to obtain the same Board approval as is prescribed for like increases privately proposed or requested. California and other States in tight labor markets have already issued and propose to issue additional minimum wage orders calling for rates of 45 cents an hour which, under current procedure, will require Board approval. In view of the fact that, as represented by the Women's Bureau, it would be a most unwholesome and undesirable practice to require reluctant and ~~disinterested~~ recalcitrant employers to apply for Board approval to put these increases into effect, Mr. Freidin made the suggestion that State agencies might request appropriate Regional Boards to declare that all increases required by specific wage orders to be made by employers which result in rates in excess of 40 cents an hour, have the Board's approval.

Although that suggestion was constructive and the procedure contemplated is undoubtedly preferable to that which would require employer application for Board approval, there are important considerations which justify and, from the viewpoint of policy, make desirable a different approach. Insofar as I am informed, and believe, no wage orders calling for basic rates in excess of 50 cents an hour are contemplated. Indeed, there is reason to believe that favorable consideration will be accorded by the Regional Boards almost mechanically, to increases required by State wage orders up to 50 cents an hour. My experience in the field of State-Federal relations and information obtained by the Women's Bureau lead me to the opinion that some State agencies will deeply feel the impropriety of applying, however informally, to regional boards of a Federal agency for their stamp of approval, prior to its effectiveness, to rates which, by law, they are required to prescribe. They will complain that their orders are not self-executory, as contemplated by statute, and that the dignity and integrity of the State law and its executive agencies is demeaned. It would be most unfortunate if this policy of the Board should be permitted to effect adversely the fine relationships with State agencies which the Department of Labor has for years fostered and maintained.

The proposal of the Women's Bureau which, I understand, Mr. Freidin will place before you for consideration seems to me to avoid what is clearly an undesirable and, I believe, a wholly unnecessary consequence. It is proposed that all increases called for by State minimum wage laws or orders resulting in rates in excess of 40 cents but not in excess of 50 cents an hour be deemed to have Board approval, unless Board disapproval is expressed within 15 days after notice of the State legislative or administrative action by registered mail.

Recognition of this procedure will give the States an area in which to act, unimpeded by the necessity of applying to the Board for approval of increases which its laws or orders require employers to place into effect. On the other hand, it will enable the Board to exercise its jurisdiction where required, not only with reference to increases which bring rates to a point in excess of 50 cents an hour, but, also, increases which bring rates up to 50 cents an hour, if they are out of line with the national policy. Its great advantage is that it would avoid projecting the Board into the needless controversy with State agencies. It assures the States that within the 50-cent limit, their orders, fifteen days after their issuance, absent any affirmative action by the Board, will have the dignity and effect of law. It is doubtful that anyone will be heard to question the propriety of the Board retainig and exercising more direct supervision over increases resulting in rates in excess of 50 cents an hour.

Another proposal to be submitted to you by Mr. Freidin concerns under~~payments~~-time or part-time rates. State wage orders customarily contain a premium rate for employees who work less than a minimum number of hours a week, the better to assure them a living wage. A recent order in the

State of Pennsylvania, for example, which prescribes minimum wages, generally, in an industry, substantially below 40 cents an hour, requires 42 cents an hour to be paid to women who work ~~less than 4 hours in a day~~ 24 hours or less a week and are not furnished meals. Here again, we are dealing with a substandard situation in which liberality of treatment, in my opinion, is not likely to jeopardize the national program. It is proposed that these rates, when required by State law, be treated in the same manner as premium payments for overtime work and that increases resulting therefrom, be exempted from the necessity of Board approval.

The proposals made relate to procedure rather than substance. They do not open the door to inflationary forces. I am confident that there will be few if any increases resulting from State wage orders which the Board would feel obliged to disapprove. I feel it would be unfortunate if the Board permitted its experience with the wage order of the State of Oregon, calling for a 70-cent rate in the canning industry--a most unusual and unrepresentative action--to govern its general approach to the question of increases resulting from the considered judgment of expert local bodies in the area of substandard wages.

Very truly yours,

Secretary

October 6, 1942.

Mr. William H. Davis, Chairman,
National War Labor Board,
Washington, D. C.

My dear Mr. Davis:

Title II, Paragraph 1 of the President's executive order of October 3, 1942, pertaining to National stabilization provides that "No increases in wage rates granted as a result of voluntary agreement, collective bargaining, conciliation, arbitration, or otherwise" shall be authorized unless notice of such increases has been filed with the National War Labor Board and the Board's approval has been secured.

As you probably know, the Women's Bureau serves as a consultant to State minimum wage agencies, which are authorized by law to establish wages for women workers sufficient to protect their health and general welfare. In several States at the present time wage boards are in session preparing minimum wage recommendations for the approval of the State labor commissioners. The question arises as to whether under the President's executive order the approval of the National War Labor Board, as well as that of the labor commissioners is required before State minimum wage orders can be issued.

The Women's Bureau has already received a request from one State, in which wage orders are pending asking for an interpretation of the President's order as it relates to State procedure. We anticipate further requests from other States. In view of the urgency of the problem, I am writing to ask if I may confer with you about this matter at your very earliest convenience.

Sincerely yours,

Mary Anderson, Director.

LS/nb

Files

April 30, 1943

MEMORANDUM

To: Lloyd Garrison
General Counsel
War Labor Board

From: Mary Anderson, Director
Women's Bureau

Subject: Board approval of action taken under State minimum wage laws

The amendment by the National War Labor Board on April 21, 1943 of its General Order No. 7 has created serious problems in the operation and administration of State minimum wage laws. The purpose of this memorandum is to survey the situation under current Board regulations and respectfully to offer suggestions designed to eliminate these problems.

1. In General Order No. 7 of October 31, 1942, the Board approved increases in wage and salary rates made in compliance with State statutes and orders fixing minimum rates. This was done on the theory, expressed in the Order, that Executive Order No. 9250 provides that nothing therein "shall be construed as affecting the present operation of the Fair Labor Standards Act," and that such statutes and orders of duly constituted State authorities "carry out the true purpose and intent of the Fair Labor Standards Act, and are designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250."

2. In General Order No. 30 of March 16, 1943, in accordance with Section 4 of Title II of Executive Order No. 9250 (exempting "small total increases or decreases" as the Board deems necessary) the Board permitted, without approval "increases in wage or salary rates which do not bring such rates above 40 cents per hour," under certain conditions not relevant here.

3. On April 21, 1943, the Board amended its General Order No. 7 to provide "that if any changes in such statutes or orders are made or promulgated after April 8, 1943, increases in wage or salary rates directed thereby may not be made without the approval of the Board.

Effect of Amendment of General Order No. 7 upon General Order No. 30

The General Orders of the Board, absent a clarifying statement of intention, now permit all wage or salary increases not in excess of 40 cents per hour to be put into effect without Board approval, but paradoxically, require such approval where the increase is required by a State minimum wage statute or order. No doubt this was an inadvertence. The Board's expressed recognition, in the original General Order No. 7, of the fact that State minimum wage statutes and orders "carry out the true purpose and intent of the Fair Labor Standards Act" (which was specifically excepted from the scope of the wage stabilization program by Executive Order No. 9250) makes it fair to assume that discriminatory treatment was not intended to be accorded to efforts of competent governmental authorities to increase rates above a substandard level. If private individuals may effect such increases without Board approval, there seems to be no sound reason why these agencies of State government established to fix minimum wages above a substandard level should not be granted at least equal authority, particularly in view of their official character and responsibility and their knowledge of local conditions.

Who Is to Seek Board Approval of Increases under Order No. 7, as Amended?

General Order No 7 as amended is not clear as to whether Board approval is required to be sought by State agencies promulgating minimum wage orders (made after April 8, 1943) resulting in increases in wage or salary rates, or by the employers affected by such orders. Clarification is extremely important inasmuch as a breakdown of State minimum wage programs might well be anticipated if those employers who can be induced to pay wages in excess of substandard rates only by administrative order and official pressure are to be afforded the excuse that the rate prescribed by the appropriate State agency has not been approved by the Board, or, perhaps, had not been submitted to the Board, by the employer, for approval.

Regardless of whether this amendment is read as requiring approval by the Board of (a) a State statute establishing a minimum wage, (b) an administrative order thereunder, or (c) the act of an employer in compliance therewith, it represents a surprising approach to the problem of Federal-State relations. This is particularly the case in view of the well-established Federal policy that Federal wage and hour legislation be not construed to supersede or conflict with State legislation in the same field. This policy is articulated in section 18 of the Fair Labor Standards Act, Executive Order 9301 (48-hour workweek order) and the War Labor Board's statement of March 11, 1943 as to overtime rates. It may also be said to be exemplified by Executive Order 9250 and General Order No. 7 as originally issued by the Board. Executive Order 9301 specifically provides that "nothing in this order shall be construed as superseding or in conflict with any Federal, State or local law limiting hours of work.... nor shall this order be construed as suspending or modifying any provision of the Fair Labor Standards Act.... or of any other Federal, State or local law relating to the payment of wages or overtime." It is difficult to understand why this Federal policy should be different in case of the manpower program, and the wage stabilization orders. Indeed, it can only be considered an oversight that State minimum wage and hour legislation was not exempted from Overtime Order 9250. It might also be inquired whether this was not done, in effect, if not explicitly, by the exception of the Fair Labor Standards Act, in view of its Section 18.

It is fair to expect that several State agencies will consider the necessity of submitting their orders to Federal administrative approval to be highly obnoxious and unauthorized by law. This is a natural consequence of a policy of Federal supervision in a field in which State legislation has been enacted and in which State agencies are operating. In my opinion, the wage stabilization program of the President requires, and political wisdom would appear to dictate, a policy of Federal non-interference with State minimum wage orders (as is embodied in the policy expressed in Section 18 of the Fair Labor Standards Act), leaving it to State agencies most familiar with local conditions to ascertain what minimum wages are "designed and intended to eliminate substandards of living within the meaning of Section 2 of Title II of Executive Order No. 9250" (General Order No. 7).

Recognition of Authority of State Agencies

The Board is authorized to grant increase "to correct substandards of living," (Executive Order No. 9328). Elimination of substandard (oppressive) wage rates is also the express policy of State minimum wage laws for women. Therefore, it would seem to be a wise policy from the standpoint of the wage stabilization program for the Board to recognize the authority of State agencies administering minimum wage statutes to determine those minimum wages necessary "to correct substandards of living," Such recognition would be in conformity with the policy represented in the President's Wage Stabilization Order by the express exception of the Fair Labor Standards Act, the Walsh-Healey Act, the National Labor Relations Act and the Davis-Bacon Act from the scope of the program (Executive Order No. 9250, Title IV, Section 1) and General Order No. 7 as originally issued, as applicable to State statutes and orders. In other words, the policy would contemplate that determinations of State agencies establishing minimum wages for the purpose of correcting substandards of living need not be submitted for Board approval, but that all other increases necessary to "correct substandards of living" which bring wage or salary rates above x cents an hour should be submitted for Board approval. Certainly it will not be denied that the State agencies in the field are best acquainted with local standards of living and are in the best position to determine those wage rates necessary "to correct substandards of living."

A 50-Cent Wage Limitation

As previously explained, it is reasonable to assume that General Order No. 7 as amended will be clarified to place increases due to State administrative action taken under minimum wage laws at least on a parity with privately requested increases. General Order No. 30 permits wage or salary increases without Board approval which do not bring rates above 40 cents an hour. We understand that consideration is now being given to amending this order to establish a 50-cent limit. If the Board, notwithstanding the considerations presented earlier in this memorandum, believes it is desirable to maintain some supervision of rates established by State agencies to correct substandards of living, it would seem essential that the ceiling permitted for State minimum wage rates should also be not less than 50 cents an hour.

Overtime and Part-Time Rates

State minimum wage orders frequently provide for part-time rates and overtime rates. I assume that the Board's concern is with basic, and not overtime or part-time rates of pay, and that no approval of increases due to such wage orders is required in view of Paragraph 2 of the Board's statement issued March 11, 1943 (7 War Labor Reports No. 1, page IV) which states "Approval of the War Labor Board is not required for payment of overtime rates to wage and salary employees for hours worked in excess of 40 made in accordance with the provisions of the Fair Labor Standards Act or any other similar Federal, State or local law * * *" 1/ I also assume that no approval is necessary in the case of the overtime requirements contained in State hour laws for women.

Conclusion

It is submitted that appropriate Board action should be taken making it clear that wage or salary increases required by State or other governmental legislative enactments or administrative orders promulgated thereunder establishing minimum wages should not be required to be submitted for Board approval. In the event that the Board is unwilling to take this step which, to me, appears to be desirable, the following alternative seems to be presented:

(a) If it should be determined that Board approval is required, it should be made clear that what the Board approves is the action of the State legislature or State administrative agency in establishing a minimum wage and not the action of any particular employer in putting it into effect.

1/ The Director of Economic Stabilization in his address over the Columbia Broadcasting System on February 9, 1943, in connection with the 48-hour workweek order said, "Paying more for the same work makes for inflation. Paying more for extra work does not."

(b) Wage or salary increases required by State or other governmental legislative enactments establishing minimum wages or administrative orders thereunder resulting in wage rates not in excess of 50 cents an hour shall not be subject to Board approval and such increases resulting in wage rates in excess of 50 cents an hour shall be deemed to have such Board approval unless Board disapproval thereof is expressed within 15 days after receipt of notice of such legislative action or administrative orders, by registered mail.

November 16, 1942

War Labor Bd Gen

Mr. C. S. Austin
Lewis Engineering Company
Naugatuck, Connecticut

My dear Mr. Austin:

I have just received from the National War Labor Board a letter in regard to your case. They regret very much there has been such long delay but the pressure of so many inquiries which were received relative to Executive Order No. 9250 have been so overwhelming that they have not been able to give prompt reply. They say:

> "Under the provisions of General Order No. 5, issued by the National War Labor Board on October 14, 1942, if the adjustments in the rates of women employees of the Company were 'incident to the application of the terms of an established wage agreement or to established wage rate schedules,' they may be made without the approval of the Board. For your information, a copy of General Order No. 5 is enclosed."

I hope that this will assure you of your rights in the matter. If we can be of service to you in any way, please call on us.

Sincerely yours,

Mary Anderson, Director

MA:IS
Enclosure:
Gen. Order No. 5

NATIONAL WAR LABOR BOARD
DEPARTMENT OF LABOR BUILDING
WASHINGTON, D. C.

OFFICE OF THE GENERAL COUNSEL

WOMEN'S BUREAU

November 11, 1942

Miss Mary Anderson, Director
Women's Bureau
U. S. Department of Labor
Washington, D. C.

Dear Miss Anderson:

Chairman Davis has asked me to reply to your letter of October 20, regarding an inquiry from Mr. C. S. Austin of the Lewis Engineering Company, Naugatuck, Conn. I know that you will appreciate that the regrettable delay in this reply has been occasioned by the pressure of the many inquiries we have received relative to Executive Order No. 9250.

Under the provisions of General Order No. 5, issued by the National War Labor Board on October 14, 1942, if the adjustments in the rates of women employees of the Company were "incident to the application of the terms of an established wage agreement or to established wage rate schedules," they may be made without the approval of the Board. For your information, a copy of General Order No. 5 is enclosed.

Your suggestion that a general policy be adopted authorizing employers to increase the rates of women to equal those of men whom they replace, or men who are doing the same work as is being done by women, is being submitted for the Board's consideration.

Very truly yours,

Jesse Freidin
Assistant General Counsel

FOR VICTORY
BUY
UNITED STATES
WAR
BONDS
AND
STAMPS

enc.

October 20, 1942.

Mr. William Davis, Chairman,
National War Labor Board,
Washington, D. C.

My dear Mr. Davis:

I have received an inquiry from C. S. Austin, General Manager of the Lewis Engineering Company, Naugatuck, Connecticut, concerning authority under the President's stabilization order to increase the rates of women to equal the rates of men doing the same work. Mr. Austin's letter reads in part as follows:

> We placed sometime ago, approximately twenty women on men's jobs in our machine shop. These women were assured that they would be paid the same rate as the men whom they replaced, when they were qualified to receive such rates. These women have now qualified and we are accordingly adjusting their wages to conform to the men's rates on their job. We hasten to inform you in order that you will take this matter up with the War Labor Board under the President's Executive Order concerning stabilization.

I am writing to ask for a ruling not only in the Lewis Engineering Company case, but to request that the Board give favorable consideration to the adoption of a general policy authorizing employers to increase the rates of women to equal those of men whom they replace, or men who are doing the same work as is being done by women.

Sincerely yours,

Mary Anderson, Director.

LS/nb

October 19, 1942.

To: Mr. William Rice
National War Labor Board, Room 5343.

From: Mary Anderson

Re: Application of President's Stabilization Order to State Minimum Wage Laws.

As you know 26 States, Alaska, the District of Columbia, Hawaii and Puerto Rico have enacted minimum wage laws. The laws of 23 of these States and those of the District of Columbia and Puerto Rico authorize the labor commissioners to appoint wage boards for the purpose of recommending minimum wages sufficient to meet the necessary cost of living of women workers. The laws of Connecticut and Puerto Rico apply to men as well as to women.

The rates that have been set by most of the States are low judged by any recent standards. Even orders issued within the past six months provide for rates of 26 and 36 cents an hour. The cost of living has advanced so rapidly within the past two years that some States have revised their minimum wage orders to meet more adequately the present situation. . For example, California recently established a basic rate of 45 cents an hour for manufacturing and beauty culture occupations; Oregon set 52½ cents for canning, barreling and preserving fresh fruit, and vegetables; Connecticut has fixed a weekly wage of $18 for weeks ranging from 25 to 48 hours which amounts to 37½ cents an hour for a 48-hour week (March 1941). In 1938 the District of Columbia set a $18 wage for beauty culture occupations for weeks ranging from 36 to 48 hours. These are the highest basic minimum rates that have been established by any State.

Only Connecticut has set minimum wage rates for men as well as women. Two orders covering men have been issued by this State, one for beauty culture occupations, the other for retail trade. Both set the same rates for men as for women. The minimum wage for retail trade is $16 for a standard work week of 48 hours or less for women. There is no legal limit to the hours for which men may be employed in Connecticut, but $16 is the minimum weekly wage. For beauty culture occupations the minimum wage is $18 for weeks ranging from 25 to 48, with an overtime rate of 60 cents for all hours in excess of 48.

A common procedure among the States is to require that rates higher than the basic be paid for overtime and to workers employed for short hours. The following table includes the highest of such rates that have been by the States:

State	Occupation	Part-time rates	Overtime rates
California	Beauty Culture	$0.60	
	Manufacturing	.50	
Connecticut	Beauty Culture		$0.60 for hours over 48
District of Col.	Beauty Culture	$0.50	$0.50 for hours over 48
	Manufacturing	.40	Time and one-half regular rate for hours over 44
	Office	.50	$0.50 for hours over 44.
Illinois	Beauty Culture	$0.50	$0.60 for hours over 48 $0.80 for Sundays and legal holidays
	Confectionery		$0.52½ for hours over 44.
New York	Beauty Culture	$0.50	$0.55 for hours over 45 to 48 $0.73 for hours over 48
	Confectionery		$0.52½ for hours over 40.
Ohio	Cleaning and dyeing:		$0.52½ for hours over 48
	Beauty Culture	$0.44	$0.55 for hours over 44 to 48 $0.75 over 48
Oregon	Canning fresh fruits and vegetables		$0.78 over 10 to 12 hours per day time and one-half $1.04 for hours over 12 per day - double time.

State	Occupation	Part-time Rates	Overtime Rates
Oregon (continued)	Canning fresh fruits and vegetables		$0.66 for 7th day of 8 hours or less - time and one-fourth
			$0.78 for 7th day of more than 8 hours up to 12 - time and one-half
			$1.04 for 7th day of over 12 hours - double time.
	Hospitals, sanitariums, etc.		$0.52 for hours over 44 to 56.

It is clear from the above table that even the overtime rates of State wage orders are far below those authorized by the Fair Labor Standards Act which requires that time and one-half the regular rate of pay be paid for all hours in excess of 40.

The States have been extremely conservative in the administration of their minimum wage laws. Orders covering all the principle women-employing industries have not yet been issued in a number of States. It has been our purpose to encourage the extension of the benefits of minimum wage legislation as rapidly and to as many workers as possible. The rise in living costs has stimulated to a modest degree State minimum wage activity. It would be unfortunate if anything were to deter the progress that is being made. The rates cited in this memorandum show that the danger to inflation from State minimum wage orders is very slight. We hope, therefore, that the War Labor Board may find it possible, to issue a blanket order authorizing the State labor commissioners to proceed as usual and without restriction in the administration of State minimum wage laws.